

**BOARD OF TRUSTEES  
ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520  
Anaheim, California 92803-3520  
[www.auhsd.us](http://www.auhsd.us)

**NOTICE OF REGULAR MEETING**

Date: July 6, 2018

To: Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520  
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520  
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520  
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520  
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805  
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805  
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720  
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626  
Event News, 9559 Valley View Street, Cypress, CA 90630  
Unidos, 523 N. Grand Avenue, Santa Ana, CA 92701

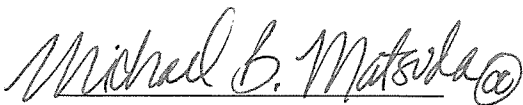
You are hereby notified that a regular meeting of the  
Board of Trustees of the Anaheim Union High School District  
is called for

Thursday, the 12<sup>th</sup> day of July 2018

501 N. Crescent Way, Anaheim, California

**Closed Session-3:00 p.m.**

**Regular Meeting-6:00 p.m.**



Michael B. Matsuda  
Superintendent

# ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Agenda**  
**Thursday, July 12, 2018**  
**Closed Session–3:00 p.m.**  
**Regular Meeting–6:00 p.m.**

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Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, [www.auhsd.us](http://www.auhsd.us), at the same time that they are distributed to the Board of Trustees. *In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, July 9, 2018.*

*Meetings are recorded for use in the official minutes.*

1. **CALL TO ORDER–ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** **INFORMATION ITEM**

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

4. **CLOSED SESSION** **ACTION/INFORMATION ITEM**

The Board of Trustees will meet in closed session for the following purposes:

- 4.1 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.4 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation.

- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2018-19-01. **[CONFIDENTIAL]**
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2018-19-02. **[CONFIDENTIAL]**
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2018-19-03. **[CONFIDENTIAL]**
- 4.8 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–assistant principal(s)/principal(s).
- 4.9 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–program administrator I.
- 4.10 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–director(s).
- 4.11 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (Case No. 30-2017-00929898-CU-WM-CJC).
- 4.12 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2018060071).
- 4.13 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2018040980).

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT** **INFORMATION ITEM**

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

5.2 **Pledge of Allegiance and Moment of Silence**

Board President Al Jabbar will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 **Closed Session Report**

The clerk of the Board of Trustees will report actions taken during closed session.

6. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

The Board of Trustees would like to recognize our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready for the 21<sup>st</sup> century.

In addition, Board President Jabbar will introduce dignitaries in attendance.

7. **REPORTS** **INFORMATION ITEM**

7.1 **Reports of Associations**

Officers present from the District's employee associations will be invited to address the Board of Trustees.

7.2 **Parent Teacher Student Association (PTSA) Reports**

PTSA representatives present will be invited to address the Board of Trustees.

8. **PUBLIC COMMENTS, OPEN SESSION ITEMS** **INFORMATION ITEM**

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

9. **PRESENTATION** **INFORMATION ITEM**

**Personnel Commission Annual Report**

Background Information:

Under the direction of the Personnel Commission, the Human Resources-Classified Department provides services to the District in a variety of areas including: classification, compensation, recruitment, selection (hiring), leaves of absence, maintenance of personnel files, employee relations, training and development, appeal hearings, as well as District employee recognition events. The HR-Classified staff works closely with school sites, District departments, and outside resources to provide exemplary service to AUHSD stakeholders and the public.

Current Consideration:

Brandon Tietze, Executive Director of Classified Personnel, will present the annual report. This particular report provides a multi-year summary of strategic changes that have enabled a more productive, consistent, and customer friendly department. Additionally, the report highlights important services provided by HR-Classified to District employees and the leadership team, which ultimately contribute to the overall success of staff, schools, as well as students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the annual report.

10. **ITEMS OF BUSINESS**

**RESOLUTIONS**



10.1 **Resolution No. 2017/18-B-25, Request for Waiver-Exemption from Universal Meal Service** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

On October 12, 2017, Governor Jerry Brown signed into law SB 138, School Meal Programs: Free and Reduced-Price Meals (F/RP): Universal Meal Service (Chapter 724, Statutes of 2017). The law requires that on or before September 1, 2018, local educational agencies (LEAs) that have very high poverty schools apply to operate a federal universal meal service provision, as well as provide breakfast and lunch free of charge through the universal meal service to all pupils. Very high poverty schools are defined as ones that qualify to receive the free meal rate in the Community Eligibility Provision (CEP).

Current Consideration:

SB 138, School Meals Programs: Free and Reduced-Price Meals: Universal Meal Service requires the governing board of a school district, County Office of Education (COE), or charter school to adopt a resolution of fiscal hardship with demonstrated reasons it is unable to comply. The resolution must be publicly noticed on at least two consecutive meeting agendas. The first meeting as an information item and on the second meeting agenda as an action item. If the resolution is approved by at least a majority of the governing board, the school district, COE or charter school is exempt from the requirements. The governing board must reconsider the resolution at least once every four years.

Budget Implication:

There is no impact to budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2017/18-B-25, by a roll call vote. **[EXHIBIT A]**

10.2 **Resolution No. 2018/19-B-01 Signature Authorization** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

The Board of Trustees is requested to adopt Resolution No. 2018/19-B-01, Signature Authorization. In accordance with Education Code Section 42633, the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order.

Current Consideration:

The Orange County Department of Education requires that all designated personnel authorized to sign various documents, and as listed on the attached resolution, be approved by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-01, by a roll call vote. **[EXHIBIT B]**

10.3 **Resolution No. 2018/19-B-02, Increase the Health and Welfare Trust/Bank Account Balance (Roll Call Vote)** **ACTION ITEM**

Background Information:

Anaheim Union High School District maintains a Health and Welfare trust account through which the District's medical claims costs are paid. The current balance in the account is \$1.4 million. This amount has been sufficient to cover the medical claims costs for the District's self-funded PPO health plan. However, on January 1, 2018, the District moved from an HMO plan to a self-funded EPO plan. As a result, the District now has two self-funded health plans, the PPO and the EPO, that are paid from the Health and Welfare trust account.

Current Consideration:

There is a need to increase the District's Health and Welfare trust bank account balance from the current amount of \$1.4 million to \$2.8 million. Since transitioning to two (PPO and EPO) self-funded plans, the District now has medical cost claims for twice the number of employees (and families) paid through this account. Therefore, the average monthly disbursement has recently increased to approximately \$2.5 million. In order to ensure timely and uninterrupted payments for medical claims costs, it is necessary to increase the Health and Welfare trust account bank balance to \$2.8 million. Increasing the balance for the trust account has no fiscal effect to the District, it simply allows for the payments of the District's increased medical claims costs as required.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-02, by a roll call vote. **[EXHIBIT C]**

**BUSINESS SERVICES**

10.4 **New Board Policy 5800 (3320); 5800-R (3320), Claims and Actions Against the District, Second Reading** **INFORMATION/ACTION ITEM**

Background Information:

The Government Tort Claims Act, under Government Code Sections 810-996.6, mandates that all claims or damages against a public entity must be presented in writing to the public entity prior to filing suit.

In order to formalize the claims presentation requirement, it is necessary to adopt a proper Board Policy, supported by Administrative Regulations.

Current Consideration:

New Board Policy and Administrative Regulation 5800 (3320); 5800-R (3320), Claims and Actions Against the District, is being presented to impose the District's requirement of a tort claim prior to any court action.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve the new Board Policy 5800 (3320); 5800-R (3320), Claims and Actions Against the District. **[EXHIBIT D]**

10.5 **Consulting Agreement, Peggy Harris**

**ACTION ITEM**

Background Information:

The District values the process of continual development for our leadership team. This value is demonstrated through the annual two-day Leadership Advance experience for District leadership. In identifying potential topics for Leadership Advance, the Business Services has identified a desire for professional development in the area of courageous conversations.

Current Consideration:

Peggy Harris is a retired school district administrator who has served in a variety of leadership positions, including various director roles and as an assistant superintendent for student services. Within these roles, she has provided professional development in a variety of areas including how to initiate and hold courageous conversations. She will provide professional development to the business services leadership team at the Leadership Advance, July 26, 2018, through July 27, 2018.

Budget Implication:

The total cost is not to exceed \$500. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the consulting agreement for Peggy Harris. **[EXHIBIT E]**

**EDUCATIONAL SERVICES**

10.6 **Local Control and Accountability Plan (LCAP)  
Every Student Succeeds Act (ESSA) Federal Addendum**

**ACTION ITEM**

Background Information:

The Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum, aka "LCAP Federal Addendum," is meant to supplement the LCAP to ensure that eligible Local Education Agencies (LEAs) have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of ESSA. The LCAP Federal Addendum must be completed, Board approved, and submitted to the California Department of Education (CDE) by August 15, 2018, in order to complete the application for ESSA funding for the 2018-19 year. The District is applying for the following ESSA programs: Title I, Part A, Title II, Part A, Title III, Part A, and Title IV, Part A. LEAs are encouraged to review the LCAP Federal Addendum annually during the same timeframe that the LCAP is being revised, as ESSA funding should be considered in yearly strategic planning.

Current Consideration:

LEAs must provide a narrative that addresses the provisions within the LCAP Federal Addendum. Therefore, the District's LCAP Federal Addendum aligns with the District's LCAP, and also meets federal requirements and/or provisions set forth in ESSA.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the LCAP Federal Addendum.

**[EXHIBIT F]**

- 10.7 **Agreement, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnerships, Cypress College** **INFORMATION ITEM**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for over a decade. NOCCCD and the District have entered into College and Career Access Pathways (CCAP) agreements for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college and beyond. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the college course is recorded on both the student's high school transcript and the college transcript.

Current Consideration:

This updated CCAP agreement is expanding to a three-year term, offering Fall, Spring, and Summer sessions. NOCCCD, through Cypress College and Fullerton College, will offer dual enrollment courses at the following schools: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy. The colleges provide a college instructor for each course. The District provides the facility for each course and is responsible for the purchase of the instructional materials for each course. Services will be provided July 1, 2018, through July 30, 2019.

Budget Implication:

The District is responsible for the purchase of instructional materials, per course offered, which varies in price.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review the agreement. **[EXHIBIT G]**

- 10.8 **Educational Consulting Agreement, William Clarke** **ACTION ITEM**

Background Information:

William Clarke is a consultant familiar with U.S. Department of Education discretionary grants, including GEAR UP. Recently, Mr. Clarke supported the grant writing process at California State University, Fullerton (CSUF) for the Educational Talent Search (ETS) grant competition to the U.S. Department of Education. In 2016, CSUF was awarded two ETS grants providing direct college readiness services to Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools.

Current Consideration:

The GEAR UP Grant Competition opened June 7, 2018, and will close July 13, 2018. With this short timeframe to prepare the application proposal, an experienced grant writer with the U.S. Department of Education will strengthen the GEAR UP proposal. If funded, the new GEAR UP Grant will directly impact a cohort of students starting in the 7<sup>th</sup> grade at

Brookhurst, Dale, and Orangeview junior high schools, as well as Magnolia, Savanna, and Western high schools. Services are being provided June 12, 2018, through July 15, 2018.

Budget Implication:

The total cost for these services is not to exceed \$5,000. (College and Career Readiness Block Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT H]**

10.9 **Educational Consulting Agreement, Revelations in Education, LLC** **ACTION ITEM**

Background Information:

Dr. Lori Desautels is one of the most important voices for improving public education. Dr. Desautels' work focuses on integrating educational neuroscience, as well as learning principles and strategies. She is an expert on school reform, educational neuroscience/brain and trauma, and has conducted inspirational professional development workshops throughout the country. Her passion is educational neuroscience, as well as social and emotional learning, thus the focus of the annual District Educational Summit/Professional Learning Day will be integrating mind-brain teaching and learning strategies.

Current Consideration:

Dr. Desautels will be the keynote speaker at the 2018 District Educational Summit. She will speak on the science behind trauma in the brain, how stress and chronic absenteeism impacts the brain, as well as how the brain aligns activities to promote healthy connections. Her focus will be on how to create wholeness and connection within our schools so all students thrive. Services will be provided October 8, 2018.

Budget Implication:

The total cost for these services is not to exceed \$5,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT I]**

10.10 **Educational Consulting Agreement, HIN Experience, LLC** **ACTION ITEM**

Background Information:

HIN (Happiness is Now) Experience, LLC, led by Mr. Batimana and his team, specializes in motivational dance presentations that demonstrate the power of finding one's passion, as well as achieving happiness and personal success. HIN Experience, LLC has an existing relationship with Western High School, as they have provided a free motivational presentation to students who attend Western High School's Independent Learning Center.

Current Consideration:

In order to create an engaging and welcoming first day of school, HIN Experience, LLC will provide two 60-minute motivational assembly presentations for students and staff at Western High School. Presentations will focus on (1) happiness and well-being; (2) finding your passions, as well as exploring academics and extra-curricular activities; (3) creating social awareness, kindness, and treating others with respect. In addition, students and staff will engage in an interactive dance portion led by speaker, Danny V. Batimana. Services will be provided August 6, 2018, through August 30, 2018.

Budget Implication:

The total cost is not to exceed \$2,000. (Site LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT J]**

10.11 **Educational Consulting Agreement, Simón Silva**

**ACTION ITEM**

Background Information:

Simón Silva travels throughout the United States, offering a workshop called, "Cultivate a Creative Mind" to educators and students of all ages. This seminar encourages adults and students to communicate using the artistic talent that resides within them. Mr. Silva believes that honing your artistic talent provides society with an opportunity to move forward in the right direction, by having better communication and better problem solving capabilities. Mr. Silva, who grew up financially challenged, and as a migrant student, believes that no child should have self-imposed barriers or limitations.

Simón Silva began his studies at Imperial Valley College, where he received his Associate Arts Degree. In 1986, he received a Bachelor of Fine Arts in Illustration from the Art Center of College of Design in Pasadena, California. Mr. Silva uses visual arts as a means of expression that words alone do not capture. The message he hopes to spread is that everyone is important, that all of our lives are important, that each of us has a piece of the solution, and it's our obligation to make a difference in the world even if our efforts feel insignificant.

Current Consideration:

Mr. Simón Silva will deliver a keynote address at the Districts' first annual Parent Leadership Conference. Mr. Silva will share a clear understanding of the importance of family engagement as a vehicle for student success. Services will be provided August 31, 2018, through September 30, 2018.

Budget Implication:

The total cost is not to exceed \$2,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT K]**

10.12 **Educational Consulting Agreement, Collider, a Consulting Group Operated by Yum! Restaurant Services Group, LLC**

**ACTION ITEM**

Background Information:

Collider is a marketing services consultancy owned by Yum! Brands, and is made up of marketing strategists with over twenty years of experience positioning brands all around the world. In the last three years alone, Collider has positioned Taco Bell, Pizza Hut, KFC, Nestlé, and other brands in the U.S., Canada, Latin America, as well as multiple countries in Asia, Africa, and Europe. Their methodology involves primary research among consumers- both quantitative and qualitative in nature, as well collaboration with academics and cultural mining.

Current Consideration:

Collider will conduct qualitative research (and potentially quantitative) among students, parents, and other stakeholders in the District, as well as at local private and charter schools. With the insights garnered from the study, Collider will conduct a one-day workshop with the District stakeholders to guide them in creating a compelling relevant and distinctive brand positioning. This positioning will become the basis of further communications and innovations the District will later pursue on its own. Services will be provided July 13, 2018, through October 31, 2018.

Budget Implication:

The total cost is not to exceed \$15,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT L]**

10.13 **Memorandum of Understanding (MOU), Regents of the University of California, University of California, Irvine (UCI)** **ACTION ITEM**

Background Information:

University of California School University Partnership (UC-SUP) includes University of California Office of the President (UCOP) programs, state programs and federal programs (FOCUS, GEAR UP, Math and Science Partnership [MSP]). The goal of UC-SUP, GEAR UP, and MSP, is to provide the highest quality education to students within the District, in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace, as well as for regular and competitive admission to the University of California.

Current Consideration:

The University of California, Irvine (UCI), will provide secured technologies and web services to process personal demographic, academic, and other confidential individual record-level data necessary to conduct the evaluation by the UC Transcript Evaluation Service (TES). TES will evaluate data as a service for all PUENTE high school sites such as Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools, to help determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. UCI will implement a cloud-based data warehouse and visualization solution with data provided by the District, that we can securely access. UCI will provide annual regional training and referrals to implementations support services as requested. Services will be provided through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. **[EXHIBIT M]**

10.14 **Memorandum of Understanding (MOU), Vital Link and Autonomy Foundation** **ACTION ITEM**

Background Information:

Vital Link and Autonomy Foundation are partnering to continue the after-school AUHSD Drone Education Program. Both entities are current District partners supporting the Career



Technical Education (CTE) programs and specifically the Magnolia High School Cyber Security Pathway. Autonomy Foundation works with districts to develop programming and strategies for delivery of STEM programs, outreach to companies and organizations to mentor students, offer internships, and support advanced learning programs.

Current Consideration:

Through the Drone 101 and the Advanced Flight courses, Autonomy Foundation will work with selected teachers and students from Magnolia and Katella high schools, as well as Dale and South junior high schools. The teachers will eventually lead the unmanned vehicle (Drone) program for the District. The Autonomy Foundation staff will monitor and support teachers and students through participation in the courses and will work with the teachers in curriculum development. Vital Link will be responsible for managing the financial component of the MOU. Services will be provided August 1, 2018, through July 31, 2019.

Budget Implication:

The total cost for these services is not to exceed \$79,121.23. (LCFF and Perkins Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. **[EXHIBIT N]**

10.15 **School-Sponsored Student Organizations**

***ACTION ITEM***

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools have submitted school-sponsored student organization applications:

- 10.15.1 Nutrition Club, Cypress High School **[EXHIBIT O]**
- 10.15.2 Best Buddies, Kennedy High School **[EXHIBIT P]**
- 10.15.3 Animal Advocacy Club, Western High School **[EXHIBIT Q]**
- 10.15.4 AVID Club, Western High School **[EXHIBIT R]**
- 10.15.5 Gender Equality Club, Western High School **[EXHIBIT S]**
- 10.15.6 Global Connections Club, Western High School **[EXHIBIT T]**
- 10.15.7 Western Esports, Western High School **[EXHIBIT U]**

Budget Implication:

Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Staff Recommendation:

It is recommended that the Board of Trustees approve the school-sponsored organization applications.

**HUMAN RESOURCES**

10.16 **Agreement, Leadership Education for AUHSD (LEAD)**

***ACTION ITEM***

Background Information:

The Anaheim Union High School District, California Collaborative for Educational Excellence (CCEE), Marin County Superintendent of Schools, and California State University, Fullerton

(CSUF) are collaborating in the furtherance of the common objective of improving education in California schools. CCEE has implemented a pilot program to deliver individualized, multi-year technical assistance to a small number of local educational agencies that will inform long-term efforts in improving pupil outcomes, closing the achievement gap, and establishing a system of continuous improvement across the state ("Pilot Program").

Current Consideration:

As part of the District's participation in the Pilot Program, selected District certificated staff will attain their Preliminary Administrative Services Credential through CSUF, with the goal of building an institutionalized succession of leaders with the skills and dispositions to increase the success of the target student groups in the District. This agreement will be in effect July 12, 2018, through June 30, 2020, and will be signed following approval by the Board of Trustees.

Budget Implication:

The total cost is not to exceed \$185,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT V]**

10.17 **Agreement, Atkinson, Andelson, Loya, Rudd & Romo, PC** **ACTION ITEM**

Background Information:

Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR) provides legal services, which are not provided by attorneys at the Orange County Department of Education. This agreement does not supersede or replace the February 13, 2015, Agreement for Special Services between AALRR and the District, which was approved by the Board of Trustees on June 15, 2017.

Current Consideration:

This agreement is for legal services related to Human Resources. Services will be provided August 1, 2018, through June 30, 2020, on an as-needed basis.

Budget Implication:

The total cost is not to exceed \$200,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT W]**

**SUPERINTENDENT'S OFFICE**

10.18 **New Board Policy 8145.13: Response to Immigration Enforcement, Second Reading** **INFORMATION/ACTION ITEM**

Background Information:

The Board of Trustees is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socio-economic status or beliefs. The Board of Trustees believes that every school site should be a welcoming place for all students and their families. On March 7, 2017, the Board of Trustees passed Resolution No. 2016/17-BOT-05: Providing All Children Equal Access to Education to evidence the Board's commitment to the support of all students.

Current Consideration:

The District's community includes a significant number of students who are immigrants or children of immigrants. The Board of Trustees reaffirms the District's unequivocal commitment to ensuring a safe educational environment for all students, as a safe school district for students and families regarding immigration enforcement or discrimination, to the fullest extent provided by the law. Moreover, the Board of Trustees reaffirms its focus on promoting and supporting inclusiveness and kindness of all students, families, as well as staff at all District school sites, facilities, and property under its control.

On October 5, 2017, AB 699 Educational Equity: Immigration and Citizenship Status became law. AB 699 reinforces that all children in California are entitled to a public education despite immigration status and inserts "immigration status" into the anti-discrimination provisions of the Education Code. The legislation required that all districts adopt a policy by June 1, 2018, that is consistent with newly enacted Education Code Section 234.7 and consistent with a model policy to be developed by the California Attorney General by no later than April 1, 2018. Attached hereto is a policy developed by the California School Boards Association that is consistent with the model policy developed by the Attorney General and the revised Education Code provisions.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve new Board Policy 8145.13: Response to Immigration Enforcement. **[EXHIBIT X]**

11. **CONSENT CALENDAR**

**ACTION ITEM**

***The Board will list consent calendar items that they wish to pull for discussion.***

The Board of Trustees is requested to approve/ratify items listed under the consent calendar. These items are considered routine and are acted on by the Board of Trustees in one motion. It is understood that the administration recommends approval of all consent calendar items. Each item on the consent calendar, approved by the Board, shall be deemed to have been considered in full and approved/ratified as recommended. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or the public requests specific items be discussed or removed from the consent calendar.

**BUSINESS SERVICES**

11.1 **Agreement, RDA-Related Compensation Agreement with the City of Fullerton**

Background Information:

Former redevelopment agencies ("RDAs") were dissolved on February 1, 2012, pursuant to the "RDA Dissolution Law." RDA obligations to make "Pass-Through Payments" to affected taxing entities (including the District) were transferred from the RDAs to the County Auditor-Controller (and most Pass-Throughs will continue for many years into the future). However, the remaining enforceable obligations and assets of the RDAs were transferred to "successor agencies," typically the City that sponsored the RDA. The city of Fullerton is the successor agency ("SA") for the former Fullerton RDA, and is a separate municipal corporation distinct from the City.

Among other things, RDA Dissolution Law requires that each SA prepare a long range property management plan ("LRPMP"), approved by the Oversight Board and ultimately by

the State Department of Finance ("DOF"), governing future disposition and use of real properties owned by the former RDA. The LRPMP for the Fullerton SA was approved by DOF on December 22, 2015.

Current Consideration:

The LRPMP identifies five real property assets consisting of 26 assessor parcels to be transferred to the City "for future development." The LRPMP also identifies 10 real property assets consisting of 29 assessor parcels to be transferred to the City "for governmental use."

Per the RDA Dissolution Law, "if a city. . . wishes to retain [*sic*] any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax" (Health and Safety Code Section 34180(f)(1)).

The City has prepared a Compensation Agreement for the five real property assets designated "for future development."

Budget Implication:

The District is entitled to receive its pro rata property tax share of the "Net Unrestricted Proceeds" from disposition of the five real property assets designated "for future development." Public Economics, Inc., the District's redevelopment consultant, estimates the District's pro rata property tax share at less than 0.01 percent.

Per the RDA Dissolution Law, the District's share of "Net Unrestricted Proceeds" is received as Asset Liquidation Revenues. However, a revenue limit district 100 percent of Asset Liquidation Revenues received are offset against State Aid (per Education Code Sections 42238(h)(6)(B), 42238.02(j)(7), and 42238.03(c)(7)).

Accordingly, the net fiscal impacts on the District from receipt of Asset Liquidation Revenues will ultimately be zero. That is, receipt of Asset Liquidation Revenues ultimately impacts the State, not the District, and non-receipt of Asset Liquidation Revenues (including decreases of same to zero), ultimately impacts the State, not the District.

Staff Recommendation:

It is recommended that the Board of Trustees approve ratification of Fullerton Cooperation Agreement, and authorize the assistant superintendent, Business to make any needed administrative modifications to complete the agreement so it can be executed.

**[EXHIBIT Y]**

11.2 **Award of Bids, Food Service**

Background Information:

There are food service related items that the District anticipates it will need during the school year; such items include bread and related baked products, as well as milk and dairy products. The Board of Trustees is requested to award bids for the purchase of these various food service related items.

Current Consideration:

These bids will establish discounted pricing and fulfill federal, state, and local bidding requirements. The amounts shown below are best annual estimates and actual amounts expended could be higher or lower based. The following bids were from the lowest, most responsible, and responsive bidders.

The Board of Trustees is requested to award the following bids:

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2019-01	Bread and Related Products	Galasso's Bakery	\$192,567
2019-02	Milk and Dairy Products	Clearbrook Farms, Inc.	\$1,364,831

Budget Implication:

The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award all bids, pursuant to Public Contract Code Section 20111, for the purchase of various food service items from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.

11.3 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 17545 et al. **[EXHIBIT Z]**

11.4 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al. **[EXHIBIT AA]**

11.5 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted. **[EXHIBIT BB]**

11.6 **Purchase Order Detail Report and Change Orders**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports May 30, 2018, through June 28, 2018. **[EXHIBITS CC and DD]**

11.7 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report May 30, 2018, through June 28, 2018. [EXHIBIT EE]

11.8 **SUPPLEMENTAL INFORMATION**

11.8.1 ASB Fund, May 2018 [EXHIBIT FF]

11.8.2 Cafeteria Fund, April 2018 [EXHIBIT GG]

**EDUCATIONAL SERVICES**

11.9 **Memorandum of Understanding (MOU), Regents of the University of California Irvine (UCI)**

Background Information:

University of California School University Partnership (UC-SUP); includes University of California Office of the President (UCOP) programs, state programs (ARCHES-Multiple Pathways) and federal programs (FOCUS, GEAR UP, Math and Science Partnership [MSP], and TRIO). The goal of UC-SUP, GEAR UP, MSP, and TRIO programs is to provide the highest quality education to students within the District in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace, as well as for regular and competitive admission to the University of California.

Current Consideration:

This MOU with the University of California, Irvine (UCI), is committed to providing its UC-SUP, GEAR UP, ARCHES, MSP, and TRIO schools with effective programs that meet or exceed stated educational goals. Conducting ongoing, data-driven program evaluation is essential for fulfilling UCI's commitment. Evaluation will help assess program effects, as well as serve as a guide for improving program models. By sharing AUHSD student data, school counselors at all high schools in the District will be able to identify A-G completion rates on an individual student basis, as well as the number of courses each individual student must meet to be eligible to apply to a University of California College or California State University. The MOU will be signed upon Board approval. Services will be provided July 13, 2018, through December 31, 2023. This MOU may be terminated prior to the end of the term at the request of either party.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. [EXHIBIT HH]

11.10 **Addendum, Memorandum of Understanding (MOU), Inflexion**

Background Information:

On January 18, 2018, the Educational Services Division entered into an agreement with Inflexion to conduct a research practice partnership (RPP) designed to improve students' deeper learning, life readiness, and success through deliberate reflective practice, reaching at least 80 percent of the District's high school students.

Current Consideration:

An amended MOU is being presented to include data sharing information. All other terms of the MOU remain intact.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the amended MOU. **[EXHIBIT II]**

11.11 **Memorandum of Understanding (MOU), Orange County Superintendent of Schools**

Background Information:

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3, and 56195.5, the Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

Current Consideration:

The MOU between the Orange County Superintendent of Schools and the District allows students who live within District boundaries to be placed into county operated special education programs. Placement in county programs occurs if recommended by an Individualized Educational Plan due to the District's inability to meet the student's needs. Services are being provided July 1, 2018, through June 30, 2019. The MOU will be signed following Board approval.

Budget Implication:

Funds are allocated on an individual student basis. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT JJ]**

11.12 **Educational Consulting Agreement, Orange County Human Relations Council, Servite High School**

Background Information:

The District is required to extend certain federal categorical program resources to private schools. The Orange County Human Relations Council's (OCHRC) Bridges program is recognized by the U.S. Department of Justice and U.S. Department of Education as one of seven programs to help prevent hate crimes in schools and communities. Since the 2009-10 year, Servite High School has partnered with OCHRC to provide interethnic relations training at Servite High School.

Current Consideration:

OCHRC will provide Bridges program training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus culture for parents, students, and where all stakeholders feel respected. Services will be provided August 1, 2018, through June 30, 2019.



Budget Implication:

The total cost is not to exceed \$5,000. (Title II Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. [EXHIBIT KK]

11.13 **Memorandum of Understanding (MOU), SETI Institute**

Background Information:

The SETI Institute is a nonprofit scientific research and educational organization dedicated to exploring the nature of life in the universe and applying the knowledge to inspire and guide generations of people interested in astronomy. Since 2011, the SETI Institute has partnered with the NASA Airborne Astronomy Ambassador (AAA) program. The AAA program is focused on NASA's Stratospheric Observatory for Infrared Astronomy (SOFIA). SOFIA is the largest airborne observatory in the world. Through the AAA program, SETI Institute and partner school districts develop, as well as deliver science teacher professional development, support the implementation of a NASA AAA curriculum, and enable the measurement of student standard-based learning outcomes aligned to the Next Generation Science Standards (NGSS). A few of our District science teachers flew in the SOFIA project in 2017.

Current Consideration:

The SETI Institute has NASA funding to conduct the NASA AAA program and is interested in continuing the partnership with the District. Interested science teachers must apply and commit to the required professional development and must participate in the AAA SOFIA Flight Week science immersion experience. During Flight Week, teachers will fly on one or more overnight observing missions aboard SOFIA. Teachers must also commit to implementation of the AAA curriculum into one or more of their courses during the 2019-20 year, and provide results of student pre and post AAA assessments. Science teachers have the opportunity to apply for the Cycle 7 Ambassador program during the Fall of 2018. Services will be provided January 2019 through June 2020.

Budget Implication:

The SETI Institute will cover the travel costs for participating teachers. The District will cover the travel cost of the science curriculum specialist, if attending, and is responsible for the cost of substitutes for the AAA SOFIA Flight Week held in Palmdale, California. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. [EXHIBIT LL]

11.14 **Memorandum of Understanding (MOU), Orange County Human Relations, Bridges**

Background Information:

The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998 when OCHRC partnered with the District in a program called Bridges. OCHRC has committed to working with District school site teams comprised of a teacher advisor, administrative support, and students for the purposes of establishing a comprehensive school inter-group relations program. OCHRC agrees to provide services, which have included but are not limited to: Bridges and Restorative Schools Program, creating connected campuses, and quarterly program development days training for selected schools in the District. Services also include leadership orientation, task formation

and follow up during the year, all-day student retreats, all-day trainings/strategy sessions for faculty, planning and implementation of strategies for parent outreach and involvement, assist in planning of school-wide projects, mediation services for both students and adults, anger management, as well as anti-bullying and diversity training. OCHRC has also volunteered in times of crisis to make themselves available for social and emotional support.

Current Consideration:

OCHRC has pledged to continue to staff a full-time Restorative Justice Specialist at Ball, Brookhurst, and Dale junior high schools, as well as continue their work in the Bridges program with seven schools, Anaheim, Loara, Magnolia, Savanna, and Western high schools, as well as South and Sycamore junior high schools. OCHRC will pay teachers at the participating Bridges program schools a \$1,000 stipend or two \$500 stipends to the teacher advisor(s) at each participating school site. Services will be provided July 20, 2018, through June 30, 2019.

Budget Implication:

The total cost is not to exceed \$188,500. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. **[EXHIBIT MM]**

11.15 **Transportation Agreement, Switzer Learning Center**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students that require transportation to receive a free and appropriate public education. Our Transportation Department safely and effectively transports approximately 700 special education students on any given school day. In rare circumstances, a student's needs are such that our Transportation Department is not able to safely or efficiently transport the student. In those circumstances, alternative forms of transportation are provided through contracted services or through reimbursing parents the cost incurred in transporting their child. These alternative forms of transportation are permitted under the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted, with limited information provided regarding the student or family.

Current Consideration:

The Board of Trustees is requested to ratify the 2017-18 regular school year transportation agreement, to reimburse the parent of a special education student attending Switzer Learning Center, located at 2201 Amapola Court, Torrance, CA 90501, for providing round trip daily transportation for up 26 days, May 17, 2018, through June 22, 2018.

Budget Implication:

The total cost is not to exceed \$1,474.46. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreement. **[EXHIBIT NN]**

11.16 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English, math, and social science. The books have been made available for public view.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the selected materials. [EXHIBIT OO]

11.17 **Individual Service Contract**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the individual service contract as submitted. (Special Education Funds) [EXHIBIT PP]

11.18 **Field Trip Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted. [EXHIBIT QQ]

**HUMAN RESOURCES**

11.19 **Amendment, Certificated Administrators, Classified Management, and Classified Confidential Salary Schedules**

Background Information:

The Anaheim Leadership Team Association (ALTA) are non-bargaining employees of the District. Salaries for ALTA are reviewed each year and are commensurate with pay increases (or decreases due to furlough) with the classified and certificated employee bargaining units. The Board must approve any changes to the ALTA salary schedules.

Current Consideration:

On June 14, 2018, the Board of Trustees approved the 2017-18 salary schedules for unrepresented employees including administrators, classified management, and confidential classifications. This item is to approve the amended salary schedules.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the amended 2017-18 salary schedules for certificated administrators, classified management, and classified confidential employees. [EXHIBIT RR]

11.20 **Agreement, Orange County Superintendent of Schools, ACCESS Program**

Background Information:

The Orange County Superintendent of Schools provides an alternative education program for Orange County students. Alternative, Community, and Correctional Schools and Services (ACCESS) schools are set in community-based, alternative venues and provide a safe, disciplined, as well as supportive environment. ACCESS provides summer school programs for students to improve both their learning skills and their test scores, while earning credits toward graduation.

Current Consideration:

The agreement with the Orange County Superintendent of Schools offers appropriate school programs to students who, due to reduced or eliminated school programs and as a result of budgetary concerns, are in need of such services. Services will be provided June 4, 2018, through August 31, 2018. Due to the Orange County Superintendent of Schools' policy for executing agreements, this agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT SS]**

11.21 **2017-18 Fourth Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12<sup>th</sup> grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, April 1, 2018, through June 30, 2018, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially accept the report. **[EXHIBIT TT]**

11.22 **Agreement, Department of General Services (DGS), Office of Administrative Hearings (OAH)**

Background Information:

The District has an agreement in place with OAH to provide the services of Administrative Law Judges for the purpose of conducting hearings pursuant to Government Code Section 27727 when required.

Current Consideration:

The Board of Trustees is requested to approve the agreement with OAH. The term of this agreement is June 20, 2018, through June 20, 2023. This agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$100,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT UU]**

11.23 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.  
**[EXHIBIT VV]**

11.24 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.  
**[EXHIBIT WW]**

**SUPERINTENDENT'S OFFICE**

11.25 **Public Disclosure of Superintendent's Employment Agreement**

Background Information:

On June 14, 2018, The Board of Trustees approved an increase in compensation and modifications to the employment agreement with Michael B. Matsuda, Superintendent of the Anaheim Union High School District.

Current Consideration:

This item is to publically disclose the superintendent's employment agreement.

Budget Implication:

There will be a minimal budget impact.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the employment agreement.  
**[EXHIBIT XX]**

11.26 **Public Disclosure of Employment Agreements with Assistant Superintendents and Chief Academic Officer**

Background Information:

On June 14, 2018, the Board of Trustees approved an increase in compensation and modifications to the employment agreements with Jaron Fried, Ed.D., Assistant Superintendent of Educational Services; Brad Jackson, Assistant Superintendent of Human Resources; Jennifer Root, Ed.D., Assistant Superintendent of Business Services; and Manuel Colón, Chief Academic Officer.

Current Consideration:

This item is to publically disclose the employment agreement with the Assistant Superintendents and Chief Academic Officer.

Budget Implication:

There will be a minimal budget impact.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the employment agreements.  
**[EXHIBITS YY, ZZ, AAA, and BBB]**

11.27 **Membership, Orange County School Boards Association (OCSBA)**

Background Information:

OCSBA is a professional organization of local school boards and community college boards in Orange County established to serve each other's needs through consolidated action, exchange of information, and programs focusing on public education. OCSBA sponsors three dinner meetings per year, two of which are co-sponsored with the Association of California School Administrators (ACSA), Region VII, featuring relevant speakers from the educational, governmental, and business communities. Additionally, fiscal update meetings are scheduled during the budget cycle.

Current Consideration:

OCSBA membership provides the opportunity to belong to a forum for local school and community college board members to network, exchange information, and participate in educational opportunities focused on topics pertinent to public education.

Budget Implication:

The cost of the membership for the 2018-19 year is not to exceed \$125. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the membership.

11.28 **Board of Trustees' Meeting Minutes**

June 7, 2018, Regular Meeting [EXHIBIT CCC]

12. **SUPERINTENDENT AND STAFF REPORT** **INFORMATION ITEM**

13. **BOARD OF TRUSTEES' REPORT** **INFORMATION ITEM**

Announcements regarding school visits, conference attendance, and meeting participation.

14. **ADVANCE PLANNING** **INFORMATION ITEM**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, August 16, 2018, at 6:00 p.m.

Thursday, September 13  
Thursday, October 11

Thursday, November 8  
Thursday, December 13

14.2 **Suggested Agenda Items**

15. **ADJOURNMENT** **ACTION ITEM**

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, July 9, 2018.*

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT**

**Request for Waiver - Exemption From Universal Meal Service**

**RESOLUTION NO. 2017/18-B-25**

July 12, 2018

On the motion of Trustee \_\_\_\_\_ and duly seconded, the following resolution was adopted:

**WHEREAS**, Education Code Section 49564(b)(2) provides that, on or before September 1, 2018, a school district that has a "very high poverty school" in its jurisdiction shall apply to operate a federal universal meal service program; and

**WHEREAS**, Education Code Section 49564(a) provides that a "very high poverty school" is "a school that enrolls pupils in kindergarten or in any of grades 1 to 12, inclusive, and is eligible to receive the free federal reimbursement rate for all reimbursable school breakfasts and lunches served, pursuant to the Community Eligibility Provision in Section 1759a of Title 42 of the United States Code"; and

**WHEREAS**, based on the foregoing definition, the following school within the Anaheim Union High School District is a very high poverty school: Sycamore Junior High School; and

**WHEREAS**, Education Code Section 49564(c) provides that the governing board of a school district may adopt a resolution stating that it is unable to comply with, and demonstrating the reasons why it is unable to comply with, the requirements of Education Code Section 49564 due to fiscal hardship; and

**WHEREAS**, on June 14, 2018, this resolution was publicly noticed, and this resolution shall also be publicly noticed for the next Board meeting on July 12, 2018, as required by Education Code Section 49564(c).

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Anaheim Union High School District does hereby resolve, determine, and order as follows:

**Section 1.** All of the recitals herein contained are true and correct.

**Section 2.** The Anaheim Union High School District is unable to comply with the universal meal service program requirements of Education Code Section 49564 due to fiscal hardship.

**Section 3.** The Anaheim Union High School District is unable to comply with the universal meal service program requirements of Education Code Section 49564 for the following reasons. The impacts of SB138 would require the District to reimburse the Food Services Program for non-free or reduced lunch students from the general fund budget for lunches and breakfasts provided. Additionally, because supplemental/concentration grant funding is determined by the identification of unduplicated pupil count, if there is a decline in the submission of Local Control Funding Formula (LCFF) Alternative Income Data Collection Forms, the District will see a reduction in LCFF funding received by the state.



Anaheim Union High School District has already implemented a Budget Stabilization Plan due to fiscal concerns in the upcoming years and any additional reductions in funding and/or additional expenses due to SB138 would necessitate further reduction in District staffing and/or programs.

**Section 4.** Based on the forgoing, the Anaheim Union High School District will apply to the California Department of Education for an exemption universal meal service program requirements of Education Code Section 49564.

**Section 5.** The superintendent or his designee is hereby authorized and directed to take any action needed to effectuate the purpose and intent of this resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Anaheim Union High School District this 12<sup>th</sup> day of July 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA                    )  
  )  
  ) SS  
  )  
COUNTY OF ORANGE                    )

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held the 12<sup>th</sup> day of July 2018, and passed by a roll call vote of the members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of July 2018.

\_\_\_\_\_  
Michael B. Matsuda  
Superintendent and  
Secretary to the Board of Trustees  
Anaheim Union High School District

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT**

**SIGNATURE AUTHORIZATION**

**RESOLUTION NO. 2018/19-B-01**

July 12, 2018

On the motion of Trustee \_\_\_\_\_ and duly seconded, the following resolution was adopted:

**WHEREAS**, it is necessary to authorize certain offices of the Anaheim Union High School District to sign District documents in order to conduct the business of the District; and

**WHEREAS**, legal and county requirements are that said signatures be duly adopted and recorded.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Anaheim Union High School District hereby authorizes the following named persons of the Anaheim Union High School District to sign the documents as indicated:

<b>Resolution No. 2018/19-B-01 Signature Authorization</b>	<b>Federal/State/ County Documents</b>	<b>Contracts &amp; Agreements</b>	<b>Inter-District Agreements</b>	<b>Purchase &amp; Bid Documents</b>	<b>Personnel Documents/Contracts</b>	<b>Payroll Documents</b>	<b>Check/Savings</b>	<b>"B" Warrants/Accounts Payable Batches</b>	<b>Warrant Registers</b>	<b>Travel Reimbursements</b>
Michael Matsuda, Superintendent	X	X	X	X	X	X	X	X	X	X
Michael Matsuda, Superintendent (Facsimile)	X							X	X	
Jennifer Root, Ed.D., Assistant Superintendent, Business	X	X	X	X	X	X	X	X	X	X
Jennifer Root, Ed.D., Assistant Superintendent, Business (Facsimile)	X							X	X	
Jaron Fried, Ed.D., Assistant Superintendent, Education	X	X	X		X	X	X			X
Brad Jackson, Assistant Superintendent, Human Resources	X	X			X	X	X	X	X	X
Brandon Tietze, Executive Director, Human Resources, Classified	X				X	X				

Darrick Garcia, Director, Human Resources Certificated	X				X	X				
Jeri Chinarian, Director, Business Operations	X							X		
Celeste Kruger, Director, Special Youth Services			X							
Habib Tahmas, Controller						X		X	X	
Karen Orr, Accounting Manager						X		X	X	
Brad Minami, Director, Purchasing and Central Services		X		X						
Orlando Griego, Director, Food Services	X						X			

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Anaheim Union High School District this 12<sup>th</sup> day of July 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA            )  
   )  
   ) SS  
   )  
 COUNTY OF ORANGE            )

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held the 12<sup>th</sup> day of July 2018, and passed by a roll call vote of the members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of July 2018.

---

Michael B. Matsuda  
 Superintendent and  
 Secretary to the Board of Trustees  
 Anaheim Union High School District

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT**

**EXHIBIT C**

**INCREASE THE HEALTH AND WELFARE  
TRUST/BANK ACCOUNT BALANCE**

**RESOLUTION NO. 2018/19-B-02**

July 12, 2018

On the motion of Trustee\_\_\_\_\_ and duly seconded, the following resolution was adopted.

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District desire to increase the balance of the Health and Welfare trust/bank account with Farmers and Merchants Bank; and

**WHEREAS**, the purpose of this account shall be limited to pay for health and welfare claims; and

**NOW, THEREFORE, BE IT RESOLVED**, that this Board of Trustees authorizes the Health and Welfare trust/bank account be increased in the amount of \$1,400,000 to a total of \$2,800,000.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on July 12, 2018, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA     )  
  )  
  ) SS  
  )  
COUNTY OF ORANGE     )

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 12<sup>th</sup> day of July 2018, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of July 2018.

\_\_\_\_\_  
Michael B. Matsuda  
Superintendent and  
Secretary to the Board of Trustees

The Board of Trustees desires to ensure that the District's operations are conducted in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public.

Any and all claims for money or damages against the District must be presented to and acted upon in accordance with the Board Policy 5800 (3320) and Administrative Regulation 5800 (3320) which have been adopted by the Board of Trustees pursuant to Government Code (GC) Section 935. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by GC Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the GC.

This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.

#### Legal References

##### EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

##### CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

##### GOVERNMENT CODE

800 Cost in civil actions

935 Authority to enact local claims procedure

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

##### PENAL CODE

72 Fraudulent claims

##### COURT DECISIONS

*City of Stockton v. Superior Court* (2007) 42 Cal.4th 730

*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29

*CSEA v. South Orange Community College District* (2004) 123 Cal.App.4th 574

*CSEA v. Azusa Unified School District* (1984) 152 Cal.App.3d 580

*State of California v. Superior Court (Bodde)* (2004) 32 Cal.4th 1234

*Tapia v. County of San Bernardino* (1994) 29 Cal.App.4th 375

Board of Trustees

Board Approved: Pending Board Approval

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**Claim Presentation Requirements**

California law requires that prior to filing a complaint against the Anaheim Union High School District or its employees, the claimant must present a claim under the California Tort Claims Act. (Government Code 911 et seq.)

**Time Limitations To Present Claim**

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Board of Trustees no later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. Pursuant to Government Code 935, claims for money or damages that are listed as exceptions in Government Code 905 shall be presented not later than six months after the accrual of the cause of action. Such claims include:
  - (a) Claims under the Revenue and Taxation Code or other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or charges related thereto;
  - (b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;
  - (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;
  - (d) Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;
  - (e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance programs, and claims for goods, services, provisions, or other assistance rendered for or on behalf of any recipient of any form of public assistance;
  - (f) Applications or claims for money or benefits under any public retirement or pension system;
  - (g) Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness;
  - (h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;

- (i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;
  - (j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;
  - (k) Claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code;
  - (l) Claims governed by the Pedestrian Mall Law of 1960 (Part 1 (commencing with Section 11000) of Division 13 of the Streets and Highways Code);
  - (m) Claims made pursuant to Section 340.1 of the Code of Civil Procedure for the recovery of damages suffered as a result of childhood sexual abuse. This subdivision shall apply only to claims arising out of conduct occurring on or after January 1, 2009;
  - (n) Claims made pursuant to Section 701.820 of the Code of Civil Procedure for the recovery of money pursuant to Section 26680; and
  - (o) Claims made pursuant to Section 49013 of the Education Code for reimbursement of pupil fees for participation in educational activities. (Government Code 905, 911.2, 935)
3. Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 or paragraph #2 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Claims against the District shall further be subject to the provisions of Government Code 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.



**Late Claims**

Any person presenting a claim under item #1 or #2 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

If a claim under item #1 or #2 is filed late and is not accompanied by an application to file a late claim, the Board of Trustees or Superintendent (collectively referred to as the "Board") shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The "Board" shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the "Board" provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The "Board" shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the District was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.3. (Government Code 911.3) If the "Board" does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**Delivery and Form of Claim**

A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented when delivered to the office of the Superintendent or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the District office with

postage paid. (Government Code 915, 915.2)

Claims must be submitted on the District claim form. The "Board" may return a claim not using the District's claim form. (Government Code 910.4). The required Claim Form is available in the Risk Management Department..

### **Notice of Claim Insufficiency**

The Superintendent or designee shall review all claims for sufficiency of information.

If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the "Board" may, within 20 days of receipt of the claim, either personally deliver or mail to the claimant, at the address stated in the claim form, a notice stating with particularity the defects or omission in the claim. (Government Code 910.8, 915.4)

If such a notice is delivered or sent to the claimant, the "Board" shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

### **Amendments to Claim**

Claims may be amended within the time limits provided under section entitled "Time Limitations" above or prior to final action by the "Board," whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### **Action on Claim**

Within 45 days after the presentation or amendment of a claim, the "Board" may take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period or before legal action is commenced or barred by legal limitations. (Government Code 912.4)

The "Board" may act on the claim in one of the following ways: (Government Code 912.6)

1. If the "Board" finds that the claim is not a proper claim against the District or its employees, the claim shall be rejected.
2. If the "Board" finds that the claim is a proper claim against the District and is for an amount justly due, the claim shall be allowed.
3. If the "Board" finds that the claim is a proper claim against the District but is for an amount greater than is justly due, the "Board" shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the District or the amount justly due is disputed, the "Board" may

reject or compromise the claim.

If the "Board" allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the "Board" may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Superintendent or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim form. (Government Code 913, 915.4)

If no action is taken within the prescribed time limits, the claim shall be deemed to have been rejected. (Government Code 912.4, 945.6)

All claimants are encouraged to promptly seek the advice of an attorney so as to protect their legal rights with respect to any claim or potential claim.

**This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.**

Regulation Anaheim Union High School District  
Anaheim, California

Board of Trustees  
Board Approved: Pending Board Approval  
B

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this (Board Approval Date):

12 <sup>TH</sup>	day of	JULY	2018
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by and between

Peggy Harris

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;

and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Provide training to classified management staff at the annual Leadership Advance. Such topics include having courageous conversations with employees and coworkers, dealing with difficult situations, and various related topics.
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Site/School:	DO/Business	Funds (Cost Center):	General Fund (0000)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 26, 2018
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and shall diligently perform as specified and complete performance by:

Date:	July 27, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

N/A
-----

5. District shall pay Consultant the maximum amount of

\$500.00
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for services rendered

to	#	of	Classified management staff of approximately 30	# hours per day:	4	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

The consultant will provide a workshop that will provide additional training to classified management staff with the expectation that strategies will be used to assist with conflict resolution and dealing with difficult situations.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Peggy Harris is a former/retired Chief Business Official (CBO) and school district administrator that has lots of experience and has been providing this type of consulting to other school districts. The staff will benefit by learning from a seasoned veteran from outside of the District with different perspectives of the subject area,

List any technical support that will need to be supplied by District:

Consultant does not require any technical support.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

**No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.

**No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

**Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.

**Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

**Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

**Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.

**Own Work Hours:** Consultant will establish work hours for the job.

**Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

**Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.

**Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.

**No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.

**Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

**Business Expenses:** Consultant is responsible for incidental or special business expenses.

**Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.

**Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

**Possible Profit or Loss:** Consultant does these (check valid items):

Hires, directs, pays assistants

Has equipment, facilities

Has a continuing and recurring liability

Performs specific jobs for prices agreed-upon in advance

Lists services in Business Directory

Other (explain) \_\_\_\_\_

**Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

**Services Available to the General Public** (check valid items):

Maintains an office

Business license

Business signs

Advertises services

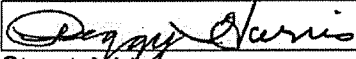


Lists services in Business Directory

Other (explain) \_\_\_\_\_

**Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

**No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
Typed Name of consultant (same as page 1):	
Peggy Harris	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Peggy Harris	Dr. Jennifer Root
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
6121 Wooster Ave.	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Los Angeles, CA 90056	Anaheim, CA 92803-3520
Date:	
	

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number\* or Federal Identification Number\*

	
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\*Or, initial below:

<input checked="" type="checkbox"/>	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
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Telephone Number:

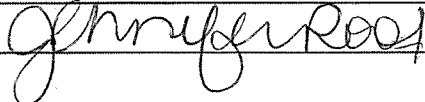
E-mail Address:

(310) 867-0090	Peggyth11@aol.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	7/2/18
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# Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum

## LEA name:

Anaheim Union High School District

## CDS code:

30-66431

## Link to the LCAP:

*(optional)*

<http://www.auhsd.us/district/index.php>

## For which ESSA programs will your LEA apply?

Choose from:

**TITLE I, PART A**

Improving Basic Programs Operated by State and Local Educational Agencies

**TITLE I, PART D**

Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

**TITLE II, PART A**

Supporting Effective Instruction

**TITLE III, PART A**

Language Instruction for English Learners and Immigrant Students

**TITLE IV, PART A**

Student Support and Academic Enrichment Grants

*(NOTE: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

The District will apply for the following ESSA programs: Title I, Part A, Title II, Part A, Title III, Part A, and Title IV, Part A. The application process for these programs is completed through the Consolidated Application and Reporting System (CARS).

*In the following pages, ONLY complete the sections for the corresponding programs.*

## Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to

promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The District's strategy for using federal ESSA funds is first and foremost to implement the program requirements that are specified in ESSA legislation and regulatory guidance. These programs are designed to provide supplemental support to students and schools, in order to achieve improved educational outcomes.

### AUHSD Mission Statement

The Anaheim Union High School District, a partnership of students, parents, staff, and community, will provide each student with a high-quality, well-rounded educational program in a safe and nurturing learning environment that promotes:

- High academic achievement based on a strong foundation of knowledge and skills
- 21<sup>st</sup> century learning skills for students to act as problem solvers and critical thinkers
- Readiness for post-secondary education, career options, and civic and social responsibility

### AUHSD Local Control and Accountability Plan (LCAP) General Information

The District's mission statement is aligned with the goals and actions of the District's LCAP; and, the LCAP is the product of an extensive engagement process, which included many conversations with parents/parent advisory groups, teachers, students, classified staff, administrators, and community members. Responses from the engagement process, which included multiple forms of feedback, including survey results, were evaluated and used to help guide any changes to goals and actions from the previous year's LCAP.

The District's 2018-19 LCAP goals are:

Goal 1: All students will demonstrate college, career, and life readiness and success.

Goal 2: Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.

Goal 3: Provide and nurture a safe, reflective, responsive, and positive school culture.

Each LCAP goal contains several actions (for a total of 27 actions) that were refined through the LCAP stakeholder engagement process. All LCAP actions from the 2017-18 year were reviewed, and additional action-steps have been added to the 2018-19 LCAP as needed.

**The District's LCAP "Greatest Needs" Section (AUHSD 2018-19 LCAP, p. 4-5) lists the areas in which the District has been identified as needing improvement, and they are:**

Improving mathematics achievement results for all students, with an even greater emphasis on improving mathematics achievement results for EL and SWD subgroups.

Improving English language arts (ELA) achievement results for all students, with an even greater emphasis on improving ELA achievement results for EL and SWD subgroups.

Improving the A-G completion rate for all students, with an even greater emphasis on improving the A-G completion rate for EL and SWD subgroups.

Refining systems to more efficiently monitor program effectiveness.

Refining social and emotional/behavioral support systems to reduce the disproportionate number/percentage of EL, African American, and SWD students who are suspended and/or expelled.

**To address these needs, the District is doing the following (AUHSD 2018-19 LCAP, p. 5):**

Mathematics curriculum will be reviewed to determine how to make it more accessible for all students, and especially for EL and SWD subgroups. This includes professional learning/training for mathematics teachers that occurred during the 2017-18 year.

ELA teachers received professional learning/training during the 2017-18 year, and they continue to learn strategies intended to increase students' access to ELA curriculum.

English language development (ELD) curriculum was revised in the spring of 2017, which included the adoption, purchase, and repurposing of ELD instructional materials. ELD teachers received professional learning/training in the summer of 2017 on the implementation of the new ELD curriculum, which occurred during the 2017-18 year.

In the spring of 2018, the Superintendent, Assistant Superintendent of Educational Services, Chief Academic Officer, and selected Educational Services directors/coordinators met with the School Leadership Team (SLA) at each of the District's schools to examine the barriers to an improved A-G completion rate, and what actions schools should implement in order to improve student achievement outcomes. These actions were reflected in each school's Single Plan for Student Achievement (SPSA). The SPSAs are also aligned with the District's LCAP.

The District is in the process of developing technological systems to engender more effective data-driven decision-making that will help support more effective/efficient program monitoring. The District will continue to develop/refine these systems during the 2018-19 year.

Teachers and staff continue to receive professional learning/training on strategies to better address students' social and emotional needs; and, the District's Student Support Services Department will continue to explore grant opportunities and community partnerships, in an effort to provide additional programs/resources to support students' mental health needs.

#### **Use of Federal ESSA Funds to Supplement/Support State Funded Priorities/Initiatives**

The District's LCAP is designed to meet the needs of all students, and in particular the unduplicated student population of low-income pupils, English learners, and foster youth, which is 72.15% as indicated in the California School Dashboard report and California Longitudinal Pupil Achievement Data System (CALPADS) UPC Source File for grades K-12.

With these student subgroups in mind, the District is using the LCAP to help leverage resources to improve and/or expand services for unduplicated students, which in turn will support successful student achievement outcomes. The following examples, illustrate how ESSA programs are supporting the implementation of the LCAP.

Curriculum Specialists, supported by Title I, Part A, Title II, Part A, and Title III, Part A, work collaboratively to analyse the achievement gap and develop/refine the District's Professional Learning Plan. They also help to develop the District's Professional Learning Plan and coordinate and implement professional learning activities for the following content areas: English language arts (ELA), mathematics, science, social science, and English language development (ELD). Additionally, they are integral to the process of adopting new instructional materials, to ensure that the District's curriculum is aligned with all current state adopted standards, including ELD standards.

Lesson Design Coaches (LDC), funded through Title I, Part A, Title II, Part A, and Title III, Part A, provide on-site support to teachers by providing guidance, assistance and information that leads to reflective professional practice based on the AUHSD lesson design model, which includes content objective, language objective, and formative assessment.

Family and Community Engagement Specialists (FACES), funded through Title I, Part A, help to create a greater connection between parents and schools. FACES coordinate with school staff and administration to plan, develop, implement, and evaluate parent education programs. FACES serve as the liaisons between schools, parents, and community agencies/resources, and also they provide translations or interpretation services for limited and non-English speaking parents in designated target languages.

McKinney-Vento (Homeless) Assistance Program staff, funded through Title I, Part A, work to guarantee that students who are experiencing homelessness: (1) receive a free and appropriate public education; (2) are enrolled in school immediately, even if lacking documents normally required for enrollment; (3) are permitted to continue attending their school of origin (the school they attended when permanently housed or the school in which they were last enrolled), if that is in the best interest of the student and is feasible; (4) receive transportation to and from the school of origin, if requested; (5) receive educational services comparable to those provided to other students; and, (6) receive school supplies and other resources needed to be successful in school.

Other ESSA positions that are integral to supporting the needs of unduplicated pupils and their parents/families include additional intervention teachers, social workers, interpreters/translators, and bilingual instructional assistants. These positions are in addition to similar positions that are base-funded (general-funded) positions, and they support the implementation of the District's LCAP.

## Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The District utilizes a planning tool to develop its LCAP. The planning tool for the 2018-19 year is entitled AUHSD 2018-19 Local Control and Accountability Plan Stakeholder Engagement Planning Tool (LCAP Planning Tool). The planning tool includes all activities/programs intended to improve or expand services for students, in an effort to improve educational outcomes.

Both state and federal funds are referenced in the planning tool, and both state and federal funds support the activities/programs listed in the planning tool. Inasmuch that Federal funding is used to support activities/programs that meet federal requirements, these requirements also support many state priorities that are the foundation of the LCAP.

All federal funds received by the District are referenced in the LCAP Planning Tool, and through the District's LCAP stakeholder engagement process, staff, students, parents, and community members have the

opportunity to comment on all actions included in the LCAP Planning Tool. Through this process, the LCAP Planning Tool is thoroughly reviewed and updated each year to ensure that state and federal funds are supporting activities/programs that best serve the District’s students, and particularly students who are part of the District’s unduplicated student population of low-income pupils, English learners, and foster youth.

## ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

### TITLE I, PART A

#### Monitoring Student Progress towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (as applicable)

Describe how the LEA will monitor students’ progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students

- AUHSD LCAP Action 1.6: *Each school implements scheduling structures and adjust course offerings as needed to ensure that students have the opportunity to participate in broad courses of study.*
- AUHSD LCAP Action 1.7: *District and schools continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, and Honors and Advanced Placement (AP) courses.*
- AUHSD LCAP Action 1.8: *Improve instructional model for English Learners (EL) to increase access to, and completion of, A-G courses.*
- AUHSD LCAP Action 1.9: *Expand college and career programs to promote biliteracy.*
- AUHSD LCAP Action 1.15: *Create post-secondary transition opportunities that support students’ matriculation to post-secondary programs and build college and career readiness skills.*

(B) identifying students who may be at risk for academic failure

- AUHSD LCAP Action 1.5: *Through First Best Instruction, which begins with intentional lesson design, teachers use multiple forms of monitoring of student progress to determine appropriate interventions, as needed.*
- AUHSD LCAP Action 3.2: *Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health school resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.*
- AUHSD LCAP Action 3.4: *Each school implements targeted academic and social-emotional/behavioral interventions to close the opportunity gap among student subgroups.*

- AUHSD LCAP Action 3.5: Increase the number of counselors at schools to effectively monitor student progress and implement support services recommended by American School Counselor Association (ASCA) National Standards Mindsets and Behaviors for Student Success.

(C)providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards

- AUHSD LCAP Action 1.10: Implement systems that utilize multiple measures to effectively assist with student placement, monitor student progress, and also ensure that all students have access to challenging courses of study.
- AUHSD LCAP Action 1.11: Each school implements services/programs, and/or a multi-tiered system of supports (MTSS), which provides additional opportunities to support all students with the completion of A-G requirements, and high school graduation requirements.
- AUHSD LCAP Action 1.12: District and schools will refine placement and monitoring system for English Learners (EL), including Newcomers and Long-Term English Learners (LTEL), and also will revise/refine the District’s ELD curriculum.
- AUHSD LCAP Action 1.13: Improve services for Students With Disabilities (SWD) and expand SWD access to the core curriculum.
- AUHSD LCAP Action 1.14: Each high school will utilize APEX Learning courses, summer courses, eLearning courses, two Independent Learning Centers (ILCs), and other credit-recovery options to reduce dropout rates and to retain students at their home schools.

(D)identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

- AUHSD LCAP Action 1.2: Instructional design and delivery are aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (as applicable)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

- AUHSD LCAP Action 3.1: Refine/improve the District’s systemic plan for identifying and providing wrap-around support for students with significant truancy issues.
- AUHSD LCAP Action 3.2: Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health school resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.
- AUHSD LCAP Action 3.3: Each school has access to tools and a defined process for identifying the causation of student disciplinary incidents, and guidance for the implementation of appropriate interventions.
- AUHSD LCAP Action 3.4: Each school implements targeted academic and social-emotional/behavioral interventions to close the opportunity gap among student subgroups.

- AUHSD LCAP Action 3.5: Increase the number of counselors at schools to effectively monitor student progress and implement support services recommended by American School Counselor Association (ASCA) National Standards Mindsets and Behaviors for Student Success.

## Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 (as applicable)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State

- AUHSD LCAP Action 1.2: Instructional design and delivery are aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.
- AUHSD LCAP Action 1.3: Each school has sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.
- AUHSD LCAP Action 1.4: Students and staff have access to a broad range of sustainable technological resources to match students' individual learning needs.
- AUHSD LCAP Action 1.6: Each school implements scheduling structures and adjust course offerings as needed to ensure that students have the opportunity to participate in broad courses of study.
- AUHSD LCAP Action 1.9: Expand college and career programs to promote biliteracy.

(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

- AUHSD LCAP Action 1.15: Create post-secondary transition opportunities that support students' matriculation to post-secondary programs and build college and career readiness skills.
  - In particular, the District's Anaheim Innovative Mentoring Experience (AIME) program has served more than 3,300 AUHSD students through a tiered mentoring program, which allows for a variety of business, and corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment. Students also make community and personal connections that can last a lifetime
  - Also, nearly four years in the making, the Anaheim Union Educational Pledge (The Pledge) includes Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, in partnership with the District to ensure that AUHSD graduates achieve their post-secondary goals. The process begins when students develop a six-year academic and career plan, beginning in seventh grade. Highlights from The Pledge include: expanded dual enrollment courses that allow for more college credit upon high school graduation; guaranteed admission to UCI for all graduates of Anaheim Union High School District who enroll at Cypress College or Fullerton College and meet the eligibility requirements of the Transfer Admission Guarantee (TAG) program. The graduating class of 2018 was also the first graduating class of Pledge eligible students.



## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (as applicable)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

- AUHSD LCAP Action 1.1: Continue to recruit (as needed), retain, and support highly qualified teachers, support staff, and administrators, who provide first, best instruction and/or 21<sup>st</sup> century learning experiences to all students.
- AUHSD LCAP Action 1.2: Instructional design and delivery are aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (as applicable)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

- AUHSD LCAP Action 2.2: Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

- AUHSD uses certified data, which reflects the unduplicated counts and percentages of students eligible to receive Free or Reduced Price Meals (FRPM) under the National School Lunch Program (NSLP). This data is used to calculate eligibility and ranking for Title I, Part A school allocations.

## ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

### TITLE I, PART A

#### Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The District has not been identified as having any disparities that result in low-income and minority students being taught at higher rates by ineffective, inexperienced, or out-of-field teachers. However, in an effort to guarantee that the District always maintains qualified teachers, the District will:

Continue to recruit (as needed), retain, and support highly qualified teachers, support staff, and administrators, who provide first, best instruction and/or 21<sup>st</sup> century learning experiences to all students. This includes a plan, with appropriate timelines, for all teachers to meet state mandated credentialing requirements, and also to provide opportunities and support for teachers to complete this work outside of the school day and/or school year. Additionally, the District's teacher induction program provides mentors, training, and support for new teachers

Continue to refine the District's Professional Learning Plan, which focuses on the implementation of professional learning/training designed to increase staff's capacity to develop all students' college and career readiness skills, and also utilize effective teaching strategies that are specifically designed to improve academic outcomes for Students With Disabilities and English learners. This includes providing ongoing professional learning/training on instructional strategies to better support the needs of Newcomer and Long-Term English Learner (LTEL) students.

Continue to provide centralized training that is necessary for the implementation of all California State Standards, including ELD standards, and all other state adopted standards-aligned lesson study models, which support close reading of complex text, using complex text in speech, and demonstrating competency with evidence-based writing.

Continue to provide professional learning/training on strategies to develop skills that are part of the Framework for 21<sup>st</sup> Century Learning (aka P21 Framework) and non-cognitive skills. Among the skills included are critical thinking, creativity, communication, collaboration, and character. In addition, provide civic learning across all content areas, with the expectation that what is learned in the classroom will apply to the larger community.

Continue to provide professional learning/training that addresses cultural proficiency/competency, including cross-cultural interactions, cultural differences, and culturally responsive curriculum and instruction.

Continue to provide professional learning activities that are designed around research-proven methods, and then are continually assessed as the activities relate to the impact on student achievement. Research-supported training design (theory, demonstration, simulation, feedback, coaching, study of implementation, study of student effects) is also utilized, to best maximize limited time and limited financial resources.

Continue to provide for on-going professional learning for bilingual support staff, including translators, instructional assistants, community liaisons, and testing assistants.

## **Parent and Family Engagement**

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

AUHSD Board Policy 91300, Parent and Family Engagement, states the following on pages 6-7 as part of administrative regulation.

At each school receiving Title I funds, a written policy on parent and family engagement shall be developed jointly with and agreed upon by parents of participating students. Such policy shall describe the means by which the school will:

Convene an annual meeting, at a convenient time, to which all parents of participating students shall be invited and encouraged to attend, in order to inform parents of their school's participation in Title I, and to explain Title I requirements and the right of parents to be engaged in their students' educational process.

Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent and family engagement.

Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent and family engagement policy, and if applicable, the joint development of the plan for schoolwide programs, which is embedded in the school's Single Plan for Student Achievement.

Provide the parents of participating students all of the following: timely information about Title I programs; a description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and, if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and as soon as practicably possible, responses to the suggestions of parents.

If the schoolwide program plan is not satisfactory to the parents of participating students, submit any parent comments when the school makes the schoolwide plan, which is embedded in the Single Plan for Student Achievement, available to the District.

Jointly develop with the parents of participating students a school-parent compact that outlines how parents, the entire school staff, and students will share responsibility for improved student academic achievement, and the means by which the school and parents will build a partnership to help students to be successful in school.

Additionally, as part of each Title I school's parent involvement policy and Title I parent compact, numerous strategies are employed to increase parent involvement including the District's Parent Leadership Academy.

## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Thirteen of the District's schools receive Title I funding, and these schools operate Title I Schoolwide Programs (SWP). *The District does not currently operate any Targeted Support Programs or Programs for Neglected or Delinquent Children.*

The District assists Title I SWP schools with the comprehensive needs assessment process, through a peer review of each Title I school's Single Plan for Student Achievement (SPSA). The SPSA Peer Review process includes a description of each school's process for analysis of student achievement data, process for analysis of program strengths and weaknesses, process for alignment of curriculum to district and State standards, process for teacher collaboration and professional development, and the plan for use of research-proven instructional strategies, which support increased student achievement.

District-wide alignment of both reading/English language arts and mathematics curriculum occurs through district-supported data-analysis and professional development, which includes Title I and non-Title I staff. Curriculum specialists, under the direction of the Assistant Superintendent of Education, continually refine the process to identify needs, align curriculum and provide assistance/coaching, to implement practices that improve the base curricular and instructional program.

The District provides a variety of extended learning-time opportunities, such as after-school tutoring, after-school remediation, and summer literacy and numeracy academies. These activities are intended to support students' efforts to achieve grade-level student achievement outcomes more quickly.

The District continues to implement several scientifically research-based instructional strategies that address the needs of historically under-served students, low-achieving students, and those at risk of not meeting state standards through several avenues, including District initiatives to improve instructional practice, such as daily use of content objectives, language objectives, and formative assessments in every classroom. Expand the use of research-proven instructional strategies, and low-stakes writing. Continue use of specific AVID instructional strategies, such as Cornell Notes and Writing Inquiry Collaboration Reading (WICR).

Each Title I school has a multi-tiered system of supports to address both academic and socio-emotional needs.

High quality professional development is delivered in a variety of ways, including district-wide and county workshops, site level workshops, and workshops hosted by educational organizations. School-level professional development opportunities are driven by school-level needs assessments that are imbedded in the SPSA planning process. District-level professional development is driven by the district-level analysis of program data and/or needs assessments. Additionally, the District's teacher induction program provides mentors, training, and support for new teachers.

All curriculum, instruction, and professional development decisions are intended to improve educational outcomes. Students, who experience difficulty mastering the standards, are identified within the first four weeks of instruction. Additional assistance, in the form of appropriate interventions, are prescribed and implemented before the first grade reporting period.

## Homeless Children and Youth Services

### ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The District serves approximately 4,000 students who struggle with homelessness, and the District reserves \$440,000 from Title I, Part A each year to support a McKinney-Vento (Homeless) Education program. A program coordinator, social workers, and a Family and Community Engagement Specialist provide assistance with the following: school enrollment and attendance, health/immunizations, transportation, tutoring, record retrieval, school supplies, hygiene supplies, uniform and clothing referrals, referrals to community agencies for additional assistance, and support for socio-emotional issues.

## Student Transitions

### ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The District serves grades 7-12 and does not operate any early childhood education programs.

The District does implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education. Examples include:

Adopt national counseling standards, provide appropriate professional learning, and monitor implementation. Require a six-year academic plan for all students in grades 7-12. Require a comprehensive transition plan for all 7<sup>th</sup>- and 9<sup>th</sup>-grade students (e.g. new student orientations, campus tours, and Link Crew)

The District's Anaheim Innovative Mentoring Experience (AIME) program, which has served more than 3,300 AUHSD students through a tiered mentoring program, which allows for a variety of business, and corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment. Students also make community and personal connections that can last a lifetime

The Anaheim Union Educational Pledge (The Pledge) includes Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, in partnership with the District to ensure that AUHSD graduates achieve their post-secondary goals. The process begins when students develop a six-year academic and career plan, beginning in seventh grade. Highlights from The Pledge include: expanded dual enrollment courses that allow for more college credit upon high school graduation; guaranteed admission to UCI for all graduates of Anaheim Union High School District who enroll at Cypress College or Fullerton College and meet the eligibility requirements of the Transfer Admission Guarantee (TAG) program. The graduating class of 2018 was also the first graduating class of Pledge eligible students.

### **Additional Information Regarding Use of Funds under This Part**

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

(A) The District’s high schools use ESSA funds from Title I, Part A, or from Title II to provide professional learning/training to teachers who work with gifted and talented students, such as ongoing training to support effective, up-to-date delivery of Advanced Placement (AP) curriculum, as well as International Baccalaureate (IB) curriculum (AUHSD LCAP Action 1.7).

(B) Through Title I Part A, the District supports a cloud-based library operating software system that can be accessed during all hours of the day, and has increased the variety of online resource database subscriptions, such as Britannica, Britannica ImageQuest, and AP Source (AUHSD LCAP Action 1.3).

Additionally, the District partners with local public libraries to provide students and staff seamless access to online public resources, such as the “A Card for Every Student” (ACES) library card program.

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

**Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Successful Transitions**

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Educational Needs**

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Social, Health, and Other Services**

**ESSA SECTION 1423(6)**

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Postsecondary and Workforce Partnerships**

**ESSA SECTION 1423(7)**

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Parent and Family Involvement**

**ESSA SECTION 1423(8)**

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.



**Program Coordination**

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

**Probation Officer Coordination**

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

**Individualized Education Program Awareness**

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child’s or youth’s existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

**Alternative Placements**

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

## TITLE II, PART A

### Professional Growth and Improvement

#### ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

In an effort to retain highly effective teachers, the District's induction program engages preliminary credentialed teachers in a job-embedded formative assessment system of support and professional growth to fulfil the requirements for the California Clear Single Subject credential. The program is designed and implemented in accordance with the Standards of Quality and Effectiveness for Professional Teacher Induction Programs and aligned to the California Standards for the Teaching Profession. Currently, the program supports 50 participating teachers, who are also provided opportunities and support to complete this work outside of the school day and/or school year.

The District continues to refine the Professional Learning Plan, which focuses on the implementation of professional learning/training designed to increase staff's capacity to develop all students' college and career readiness skills, and also utilize effective teaching strategies that are specifically designed to improve academic outcomes for Students With Disabilities and English learners.

The Professional Learning Plan includes professional learning/training on instructional strategies to better support the needs of Newcomer and Long-Term English Learner (LTEL) students, as well as strategies to address cultural proficiency/competency, including cross-cultural interactions, cultural differences, and culturally responsive curriculum and instruction.

In designing and assessing the formative impact of the professional development system, District professional development staff concentrate on the degree to which professional development activities accomplish the following: (1) how well the activities focus on students meeting essential standards through the use of State-adopted/standards-based materials and formative assessments; (2) how aligned to the instructional work of teachers the professional development is situated; and, (3) how well selected professional development resources apply to particular under-performing student populations, and particularly English Learners and Students With Disabilities.

The District has collaborated with California State University, Fullerton to create a Tier I administrative credential program that ensures on-going leadership training for future ready administrators and teacher leaders.

The District is refining a professional learning monitoring system to track professional learning participation.

(The preceding section is referenced in AUHSD LCAP Action 1.1.)

The District is providing centralized training necessary for the implementation of all California State Standards, including ELD standards, and all other state adopted, standards-aligned lesson study models, which support close reading of complex text, using complex text in speech, and demonstrating competency with evidence-based writing.

The District is also providing professional learning/training on strategies to develop skills that are part of the Framework for 21<sup>st</sup> Century Learning (aka P21 Framework) and non-cognitive skills. Among the skills included are critical thinking, creativity, communication, collaboration, and character. In addition, provide civic learning across all content areas, with the expectation that what is learned in the classroom will apply to the larger community.

(The preceding section is referenced in AUHSD LCAP Action 1.2.)

## **Prioritizing Funding**

### **ESSA SECTION 2102(b)(2)(C)**

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Currently, the District does not have any schools that have been identified for comprehensive support and improvement activities and/or targeted support and improvement activities under Section 1111(d). However, if any of the District's schools receive this designation, the following steps prescribed in ESSA, Section 1111, will be followed.

"...principals and other school leaders, teachers, and parents will locally develop and implement a comprehensive support and improvement plan [and/or school-level targeted support and improvement plan] for the school to improve student outcomes, that—(i) is informed by all indicators described in [ESSA] subsection (c)(4)(B), including student performance against State-determined long-term goals; (ii) includes evidence-based interventions; (iii) is based on a school-level needs assessment; (iv) identifies resource inequities, which may include a review of local educational agency and school-level budgeting, to be addressed through implementation of such comprehensive support and improvement plan; (v) is approved by the school, local educational agency, and State educational agency; and (vi) upon approval and implementation, is monitored and periodically reviewed by the State educational agency."

## **Data and Ongoing Consultation to Support Continuous Improvement**

### **ESSA SECTION 2102(b)(2)(D)**

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Through First Best Instruction, which begins with intentional lesson design, teachers use multiple forms of monitoring of student progress to determine appropriate interventions, as needed.

Professional Learning Community (PLC) teams will inform instructional practice by sharing and discussing student work examples through guided protocols.

The District's Professional Learning Plan includes training on a broad range of assessments, such as formative assessment practices, performance task assessments, components of the District Writing Journey, project-based learning, and Capstone-like projects. Formative assessment and monitoring of student progress will provide feedback as to the effectiveness of research-proven teaching strategies and best practices, which are a product of ongoing professional development.

The District will continue to provide training on multiple sources of student data, including school climate, student performance, and summative assessments, to best inform instructional practice.

The District will continue to support Hanover Research as a partner to conduct analysis reports on district focus areas to inform decision-making. Examples of the research already conducted by Hanover Research include: A-G Predictive Analysis, Best Practices in Capstone Projects, LCAP Survey-Analysis of Results, LCAP Survey-Reliability Analysis, and Reflective Learning Walk Survey analysis.

The District will continue to provide training and refinement of Individual Education Plans (IEP) that support culturally and linguistically inclusive practices to better support Students With Disabilities (SWD), particularly SWD who are also English learners. (The preceding section is referenced in AUHSD LCAP Action 1.4.)

## **TITLE III, PART A**

### **Title III Professional Development**

#### **ESSA SECTION 3115(c)(2)**

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

In order for administrators, teachers, parents and the community to meet the needs of English Learners (EL) at all proficiency levels, they must participate in comprehensive professional learning, which supports the initiatives identified by the District. Professional learning will integrate research and scientifically-based theory with high-quality instructional practices, which will include, but will not be limited to, the development of: (1) knowledge of metacognitive and metalinguistic skills through which EL students are taught; (2) the ability to design and implement differentiated, standards-based instruction in all academic areas, and understand how this intersects with the socio-economic, cultural and linguistic diversity within the school community; (3) Strategies to identify potential interference between the primary language and English; (4) a repertoire of strategies for content-literacy instruction, which are supported through the District's Lesson Design Coach (LDC) program; and, (5) an understanding of the role of assessment in guiding and evaluating instructional and programmatic practices.

The professional learning will include extensive, on-going training for all teachers and bilingual instructional assistants in all levels of the Common Core ELA/Literacy Standards, ELD Standards, and other state-adopted content standards, and District curricula and adopted materials.

### **Enhanced Instructional Opportunities**

#### **ESSA SECTIONS 3115(e)(1) and 3116**

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District has recently refined and/or purchased new instructional materials for EL programs (including programs for immigrant youth), and provided professional learning to improve the District's EL instructional model to increase access to, and completion of, A-G courses by EL students. This includes the implementation of district-wide, agreed upon pedagogical best practices for EL students, such as: (1) classroom instruction includes collaboration; (2) intentional lesson design allows EL students to speak at least 30% of the period; (3) EL students are given an opportunity to write daily; (4) teachers will incorporate ELD Standards into their lesson design; and, (5) increase EL students' engagement in the learning process through expanded access to appropriate technological resources.

The District continues to support Newcomer EL Task Force to address wrap-around services needed to best support Newcomer EL students.

The District will provide training and materials to teachers and other staff on culturally responsive teaching for immigrant students.

Additionally, the District will continue to support extended language learning opportunities for immigrant emerging level EL students (after-school, Summer Language Academy).

(The preceding section is referenced in AUHSD LCAP Action 1.8)

### **Title III Programs and Activities**

#### **ESSA SECTION 3116(b)(1)**

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

All programs are designed to meet the educational needs of English Learners and include English Language Development (ELD). The goal of all programs designed for English Learners is for students to learn English and meet age appropriate academic achievement standards for grade promotion and graduation. These programs include Structured English Immersion (SEI), English Language Mainstream (ELM), and Alternate Bilingual/Dual Language programs. These programs are supported by: the Director of English Learner and Multilingual Services, a Program Administrator and staff of the Language Assessment Center, an English Learner Services Curriculum Specialist, an English Learner Instructional Coach, and site Lesson Design Coaches.

English Learners are supported through the following:

- Structured English Immersion (SEI): Grade 7-12 EL students who have been assessed on the California English Language Development Test (CELDT) or state-approved English language proficiency assessment and are found to be at “less than reasonable fluency in English” receive daily instruction in English language development (ELD), and access to core content instruction through Specially Designed Academic Instruction in English (SDAIE). ELD instruction focuses on listening, speaking, reading and writing and utilizes ELD and English Language Arts (ELA)/Literacy Standards. Core content instruction is based on grade-level standards, with teachers using appropriate instructional strategies to support both language acquisition and grade-level content. Appropriately certified teachers teach both designated and integrated ELD classes.
- English Language Mainstream (ELM): Grade 7-12 students who have been assessed on the CELDT or state-approved language proficiency assessment and have been found to be at “reasonable levels of English fluency” or meet the state/district definition of Long Term English Learner (LTEL) receive daily instruction in ELD targeted to their language proficiency needs, and grade-level instruction in the core content areas with on-going attention paid to the language demands of the instruction. SDAIE strategies continue to be used in the ELM classes. Teachers who work with EL students in the ELM classes possess the appropriate certifications.
- Alternate bilingual program: Spanish-speaking EL students may enroll in the District’s bilingual/dual language programs, after their parents have signed and been granted a parental waiver. Students receive designated ELD as well as core content instruction, with Spanish language support. Students enrolled in this program are expected to meet standards for academic progress in core subjects and in ELD.

Placement of English Learners is a priority to ensure that students are provided access to a full curriculum and participate in lessons and activities that are designed for their language proficiency level and their academic need.

Additionally, the District continues to support programs, such as the Advancement Via Individual Determination (AVID) Excel, which employ the use of one-to-one and small group academic tutoring by college students.

## **English Proficiency and Academic Achievement**

### **ESSA SECTION 3116(b)(2)(A-B)**

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State’s English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State’s long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District has set annual goals for EL students in the areas of ELD, ELA, and biliteracy in core subjects. ELD growth is measured by the state-approved English proficiency assessment. Progress in ELA and mathematics are measured by local assessments and the Smarter Balanced ELA/Literacy and Mathematics assessments. A timeline toward reclassification based on ELD standards levels at the time of initial District enrollment, English language proficiency levels, and other locally approved measures will be used to create cohort data for program assessment and to measure interim progress.

The EL Services curriculum specialist, the EL instructional coach, and other teachers to further develop, refine, and evaluate project-based performance assessments in ELD, English and Spanish language arts and all core subjects.

The District EL team also continues the:

- Development of improved data tools to monitor student progress and to provide guidance for instructional decisions in ELD, language arts and dual language programs.
- Development of after-school and summer enrichment opportunities for EL students.
- On-going professional development and coaching to teachers in providing high-quality, standards-based instruction in ELD, ELA, and other core subjects to EL students.
- Refinement of the District database systems that collect and provide disaggregated data to schools, as well as data tools that are developed by the English Learner and Multilingual Services Language Assessment Center (LAC). LAC staff will also work with individual schools and teachers on quantifying student academic growth and progress towards meeting individual measurable outcomes.
- Growth and expansion of the Dual Language Academy and Seal of Biliteracy Recognition Program.
- Support of EL students’ progression through English learner program to successful reclassification, and provide monitoring tools and data to school sites.

Each school will establish an ELD site team, which includes an administrator, ELD department chairs, general education teacher(s), program specialist, school psychologist(s), counselor, speech-language pathologist, and social worker for the purpose of analyzing data, monitoring ELD progress, and implementing the LCAP recommendations for ELD.

(The preceding section is referenced in AUHSD LCAP Action 1.8)

## TITLE IV, PART A

### Title IV, Part A Activities and Programs

#### ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Since the District is anticipated to receive more than \$30,000 in Title IV funding during the 2018-19 year, the District will use the funding to support the following:

- (1) Not less than 20% to provide students with a well-rounded education.
- (2) Not less than 20% to support safe and healthy students, to improve school conditions for student learning.
- (3) A portion of the funds will be used to support the effective use of technology and digital literacy.

Any local educational agency (LEA) that receives \$30,000 or more will be required to conduct a needs assessment, and then submit evidence to the state educational agency (SEA) that the LEA is spending the funds across all three categories.

A needs assessment and plan that provides more definitive use of Title IV funding will be completed once the District receives a 2018-19 Title IV preliminary entitlement. The plan will be aligned with the District's LCAP.

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2018-2019**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as “Agreement” between **Cypress College and Fullerton College** (“COLLEGE”) colleges of the North Orange County Community College District, (NOCCCD), 1830 W. Romneya Drive, Anaheim, CA 92801, and **Anaheim Union High School District** (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in North Orange County and within the regional service area of NOCCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, NOCCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, NOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for three years beginning on July 1, 2018 and ending on June 30, 2019, and requires renewal every year by July 1, unless otherwise terminated in accordance with Section 21 of this Agreement.

*Note: All referenced Sections from AB 288 (Education Code § 76004)*



- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.5 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

**2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

### **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and NOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award

students with both a high school diploma and an associate degree or certificate or a credential.

- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out the authorization form.
- 3.9 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The NOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

#### **6. CCAP AGREEMENT COURSES**

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o)(1)

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the NOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester bases.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with NOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the NOCCCD Board of Trustees and the state Chancellor's Office.

- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by NOCCCD Administrative Procedure 4610.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to NOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between NOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the NOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or NOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with NOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with NOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

## 7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the NOCCCD and become NOCCCD employees or be provided by the District and be District employees. Faculty provided by the SCHOOL DISTRICT must also sign an Instructional Service Agreement- Instructor and get approved by the NOCCCD Board before the start of the course.
- 7.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are SCHOOL DISTRICT employees.
- 7.3 The COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are COLLEGE employees.
- 7.4 The COLLEGE shall be responsible for faculty salaries associated with the instructional class time of the classes conducted under this Agreement for faculty that are not SCHOOL DISTRICT employees. Any supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE

Employees, that extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.

- 7.5 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 7.12 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of NOCCCD specifically with regard to their duties as instructors.

- 7.13 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

## 10. APPORTIONMENT

- 10.1 NOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 NOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title.5.

## 11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 NOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

*Note: All referenced Sections from AB 288 (Education Code § 76004)*



- 11.3 The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

### 13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

### 14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1 15.

### 15. PRIVACY OF STUDENT RECORDS

- 15.1. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- 15.2. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- 15.3. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.  
d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

## **16 REIMBURSEMENT**

16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

## **17 FACILITIES**

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

## **18 INDEMNIFICATION**

- 18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and NOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 18.2 The NOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators,

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## 19 INSURANCE

- 19.1 The SCHOOL DISTRICT, in order to protect the NOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and NOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to NOCCCD.
- 19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and NOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## 20 NON-DISCRIMINATION

- 20.1 Neither the SCHOOL DISTRICT nor the COLLEGE and NOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## 21 TERMINATION

- 21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.
- 21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## 22 NOTICES

- 22.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE  
Cypress College  
9200 Valley View Street  
Cypress, CA 90630  
Attn: Dr. Schilling, President

COLLEGE  
Fullerton College  
321 E. Chapman Avenue  
Fullerton, CA 92832  
Attn: Jose Ramon Nunez, Ph.D. Vice President, Instruction

NOCCCD  
North Orange County Community College District  
1830 W. Romneya Dr., Anaheim, CA 92801  
Attn: Cherry Li-Bugg, Ph.D. Vice Chancellor, Educational Services and Technology

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

SCHOOL DISTRICT  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
Attn: Dr. Jaron Fried, Assistant Superintendent, Educational Services

## **23 INTEGRATION**

- 23.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## **24 MODIFICATION AND AMENDMENT**

- 24.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

## **25 GOVERNING LAWS**

- 25.1 This agreement shall be interpreted according to the laws of the State of California.

## **26 COMMUNITY COLLEGE DISTRICT BOUNDARIES**

- 26.1 For locations outside the geographical boundaries of NOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

## **27 SEVERABILITY**

- 27.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**28 COUNTERPARTS**

28.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on \_\_\_\_\_ 2018

By: Dr. Jaron Fried  
SCHOOL DISTRICT: AUHSD

By: Dr. JoAnna Schilling  
COLLEGE: CYPRESS

By: Dr. Jose Ramon Nunez  
COLLEGE: FULLERTON

By: Dr. Cherry Li-Bugg\_  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

North Orange County Community College District Board Meetings:  
(a) Information Board Meeting Date: *July 24, 2018*  
(b) Public Comment Board Meeting Date: *August 14, 2018*

School District Board Meetings:  
(a) Information Board Meeting Date: *July 12, 2018*  
(b) Public Comment Board Meeting Date: *August 16, 2018*

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. NOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
NOCCCD:	W. Cherry Li-Bugg, PhD	714-808-4787	clibugg@nocccd.edu
Cypress College	Dr. JoAnna Schilling	714-484-7308	jschilling@cypresscollege.edu
Fullerton College	Dr. Jose Ramon Nunez	714-992-7030	jnunez@fullcoll.edu
School District:	Dr. Jaron Fried	714-999-3557	fried_ja@auhsd.us

#### 2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.



**3. CCAP AGREEMENT PROGRAM YEAR** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

**PROGRAM YEAR: 2018-2019**

**COLLEGE: Cypress College**

**EDUCATIONAL PROGRAMS:** Administration of Justice, Art, Automotive Technology, Chinese, Computer Information Systems (Cyber Security), Counseling, Ethnic Studies, Dance, Hotel, Restaurant, Culinary Arts (HRC), Human Services, Management, Music, Sociology, Theater Arts

**SCHOOL DISTRICT Anaheim Union High School District**

**HIGH SCHOOLS: Magnolia, Oxford Academy, Kennedy, Cypress, Western, Savanna**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 1,000							TOTAL PROJECTED FTES: 150			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION			
Introduction to Criminal Justice	AJ 110C	Fall 2018 & Spring 2019	11:50AM-1:15PM	Tues/Thurs	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford			
Introduction to Criminal Justice	AJ 110C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD			
Concepts of Criminal Law	AJ 120C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD			
Criminal Investigation	AJ 140C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Thomas Mellana	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD			
Community and the Justice System	AJ 160C	Spring 2019, Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD			
Fundamentals of Art	ART 100C	Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS			
Automotive Electrical I	AT 105C	Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS			

Introduction to Automotive Technology	AT 110C	Fall 2018 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Introduction to Automotive Technology	AT 110C	Fall 2018 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Elementary Chinese - Mandarin 1	CHIN 101C	Fall 2018	7:55AM - 9:20AM	Tues/Thurs	Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Elementary Chinese - Mandarin 1	CHIN 101C	Fall 2018	6:00PM - 8:30PM	Mon/Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Elementary Chinese - Mandarin 2	CHIN 102C	Spring 2019	7:55AM - 9:20AM	Tues/Thurs	Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Elementary Chinese - Mandarin 2	CHIN 102C	Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Computer Information Systems	CIS 111C	Spring 2019	9:25AM-10:50AM	Thurs	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Computer Information Systems	CIS 111C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Spreadsheet - Excel for Windows	CIS 132C	Fall 2018	7:55AM - 9:20AM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Spreadsheet - Excel for Windows	CIS 132C	Fall 2018	9:25AM-10:50AM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Database - Access for Windows	CIS 142C	Spring 2019	7:55AM - 9:20AM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Database - Access for Windows	CIS 142C	Spring 2019	9:25AM-10:50AM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Cybersecurity Competition Fundamentals	CIS 190C	Fall 2018 & Spring 2019	9:00AM-12:30PM	Sat	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Cybersecurity Competition Fundamentals	CIS 190C	Spring 2019	11:50AM-1:15PM	Thurs	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Cybersecurity Competition Fundamentals	CIS 190C	Fall 2018	3:15AM-5:15PM	Mon/Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia

Note: All referenced Sections from AB 288 (Education Code 76004)

Network Security	CIS 195C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Anti-Hacking Network Security	CIS 196C	Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Introduction to Programming (Section 1)	CIS 211C	Fall 2018	7:55AM- 9:20AM	Tues	Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Introduction to Programming (Section 2)	CIS 211C	Fall 2018	9:25AM- 10:50AM	Tues	Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
CISCO Networking 1	CIS 230C	Fall 2018 & Summer 2019	9:00AM- 12:30PM	Sat	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
CISCO Networking 1	CIS 230C	Spring 2019	3:15AM- 5:15PM	Mon/Wed	Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia
CISCO Networking 2	CIS 231C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
CISCO Networking 3	CIS 232C	Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
CISCO Networking 4	CIS 233C	Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Python Programming	CIS 247C	Fall 2018	11:50AM- 1:15PM	Thurs	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS Oxford	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Python Programming	CIS 247C	Spring 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Mobile Application Development (Section 1)	CIS 254C	Spring 2019	7:55AM- 9:20AM	Tues	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Mobile Application Development (Section 2)	CIS 254C	Spring 2019	9:25AM- 10:50AM	Tues	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Stress & Anxiety Management	COUN 105C	Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD

Note: All referenced Sections from AB 288 (Education Code 76004)

Career Exploration	COUN 139C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Career Exploration (Section 1)	COUN 139C	Fall 2018	7:55AM- 9:20AM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Career Exploration (Section 2)	COUN 139C	Fall 2018	11:50AM- 1:15PM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Career Exploration (Section 3)	COUN 139C	Fall 2018	1:20PM- 2:45PM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Career Exploration (Section 1)	COUN 139C	Spring 2019	7:55AM- 9:20AM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Career Exploration (Section 2)	COUN 139C	Spring 2019	11:50AM- 1:15PM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Career Exploration (Section 3)	COUN 139C	Spring 2019	1:20PM- 2:45PM	Wed	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Educational Planning	COUN 140C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Basic Vocabulary Development	CTRP 67C	Fall 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Advanced Vocabulary Development	CTRP 68C	Fall 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Spelling for Modern Business	CTRP 073AC	Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Punctuation – Court Reporting	CTRP 073BC	Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Formatting, Style and Usage	CTRP 073CC	Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Proofreading	CTRP 073DC	Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS

*Note: All referenced Sections from AB 288 (Education Code 76004)*

Multicultural Dance in the US	DANC 101C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Performance Class I	DANC 141C	Fall 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
American Ethnic Studies	ETHS 101C	Fall 2018	TBD	TBD	Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Cypress
American Ethnic Studies	ETHS 101C	Spring 2019	11:50AM- 1:15PM	Tues/Thurs	Staff	<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford
Introduction to Chicano Studies	ETHS 150C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Asian Pacific American History	ETHS 171C	Fall 2018, Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Introduction to World Geography	GEOG 100C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Nutrition	HRC 100	Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Introduction to Hospitality Careers	HRC 101	Fall 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Sanitation and Safety	HRC 120	Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Cultural Awareness and the Health Care System	HS 277C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
First Aid, CPR, & Emergencies	KIN 235	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Kinesiology: Lifeguarding	KIN 255C	Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
Introduction to Research	LIB 100C	Spring 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS

Note: All referenced Sections from AB 288 (Education Code 76004)

Business English	MGT 055C	Fall 2018	7:00PM-10:10PM	Wed	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS
History of Rock Music	MUS 119C	Fall 2018	11:50AM-1:15PM	Tues/Thurs	Amy Rowe	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input type="checkbox"/> CC Oxford	<input checked="" type="checkbox"/> HS
History of Rock Music	MUS 119C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC AUHSD	<input checked="" type="checkbox"/> HS
Introduction to Sociology	SOC 101C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC AUHSD	<input checked="" type="checkbox"/> HS
Introduction to Sociology	SOC 101C	Fall 2018 & Spring 2019	11:50AM-1:15PM	Tues/Thurs	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input type="checkbox"/> CC Oxford	<input checked="" type="checkbox"/> HS
Introduction to the Theater	THEA 100C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC AUHSD	<input checked="" type="checkbox"/> HS
Acting I	THEA 120C	Fall 2018, Spring 2019 & Summer 2019	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS
Musical Theater Performance I	THEA 132C	Fall 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS
Rehearsal Performance I	THEA 133C	Fall 2018	TBD	TBD	Staff	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HS

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

The courses have been offered previously to college bound AUHSD students. The courses are offered to help students participating in the coursework to start successfully in college. Administration of Justice, Art, Automotive Technology, Chinese, Computer Information Systems (Cyber Security), Counseling, Ethnic Studies, Dance, Hotel, Restaurant, Culinary Arts (HRC), Human Services, Management, Music, Sociology, and Theater Arts are courses that help engage students in General Education or CTE Pathways and pursue higher education.

*Note: All referenced Sections from AB 288 (Education Code 76004)*

**PROGRAM YEAR: 2018-2019**

**COLLEGE: Fullerton College**

**EDUCATIONAL PROGRAM:** Counseling, Ethnic Studies, Sociology, Communication Studies, Music Appreciation, Fashion, Automotive, and Business

**SCHOOL DISTRICT: Anaheim Union High School District HIGH SCHOOL: Savanna HS, Anaheim HS, Katella HS, and Loara HS**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 1290	TOTAL PROJECTED FTES: 101
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
2. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
3. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
4. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
5. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
6. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
7. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS

*Note: All referenced Sections from AB 288 (Education Code 76004)*

8. College Orientation	COUN 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
9. Introduction to Chicano/Chicana Studies	ETHS 150 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
10. Introduction to Chicano/Chicana Studies	ETHS 150 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
11. Introduction to Chicano/Chicana Studies	ETHS 150 F	Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
12. Introduction to Sociology	SOC 101 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
13. Introduction to Sociology	SOC 101 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
14. Introduction to Sociology	SOC 101 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
15. Introduction to Sociology	SOC 101 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
16. Public Speaking	COMM 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
17. Public Speaking	COMM 100 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim
18. Public Speaking	COMM 100 F	Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
19. Music Appreciation	MUS 116 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS

Note: All referenced Sections from AB 288 (Education Code 76004)



20. Careers in Fashion	FASH 50 F	Fall 2018 & Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
21. Introduction to the Fashion Industry	FASH 150 F	Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
22. Basic Electricity and Basic Electronics	TECH 131 F	Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
23. Solidworks	DRAF 944 F	Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
24. Business Internship	BUS 295 F	Summer 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

The courses have been offered previously to college bound AUHSD students to support a successful transition into college level coursework and improve matriculation. Fashion, Technology, Drafting and Business courses are also available to students to introduce CTE Pathways and pursue higher education.

*Note: All referenced Sections from AB 288 (Education Code 76004)*

**4. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

**CYPRESS COLLEGE:**

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL ITEMS	COST
Introduction to Criminal Justice	Introduction to Law Enforcement and Criminal Justice 12th edition	\$208.00	n/a	n/a
Concepts of Criminal Law	Criminal Law Today	\$168.50	n/a	n/a
Criminal Investigation	“Criminal Investigation” (9781284082852)	\$154.94	n/a	n/a
Fundamentals of Art	Living with Art (9th Ed.; 2010)	\$175.25	n/a	n/a
Introduction to Automotive Technology	Intro to Automotive Service (CC Custom)	\$109.75	n/a	n/a
Elementary Chinese - Mandarin 1	New Practical Chinese Reader (w/CD) (V1); New Practical Chinese Reader (W/bk)(w/CD) (V1)	\$11.25; \$4.88	n/a	n/a
Elementary Chinese - Mandarin 2	TBD	TBD	n/a	n/a
Computer Information Systems	Discovering Computers 2017 Enhanced Edition; Learning Microsoft Office (Campus printed LAB manual)	\$171.50; \$30.00	n/a	n/a
Spreadsheet - Excel for Windows	Cengage Unlimited 4-Month Excel	\$119.99	n/a	n/a
Database - Access for Windows	Cengage Unlimited 4-Month Access	\$119.99	n/a	n/a
Introduction to Programming	CIS 211 Lab Manual (CUSTOM)	\$44.95	n/a	n/a

*Note: All referenced Sections from AB 288 (Education Code 76004)*

Career Exploration	n/a	n/a	Assessment Fees	\$15.00
American Ethnic Studies	A Different Mirror // Author: Takaki ISBN: 9780316022361	TBD	n/a	n/a
Formatting, Style and Usage	Eskew, Michael. Court Reporter's Style Manual. Norco: Professional Educational Distributors, 2008; Eskew, Michael. Court Reporter's Style Manual Student Workbook. Norco: Professional Educational Distributors, 2008.	\$80.00; \$30.75	n/a	n/a
Proofreading	Proofreading for Professionals by Bea Turnage, publisher: Prof. Ed. Dist., 2012 edition	\$30.75	n/a	n/a
Introduction to Chicano Studies	The Chicano Studies Reader ISBN: 9780895511232	\$21.95	n/a	n/a
Introduction to World Geography	Geography (w/out Access) Author: Deblj	\$186.75	n/a	n/a
Nutrition	Nutrition: Concepts and Controversies 14th Edition ISBN: 1305639383	TBD	n/a	n/a
Intro to Hospitality Careers	Exploring the Hospitality Industry // Author: Walker ISBN: 9780133762778	TBD	n/a	n/a
Sanitation and Safety	National Restaurant Association Educational Foundation (2012). ServSafe Coursebook (Sixth ed) Chicago: Prentice Hall.	TBD	n/a	n/a
Cultural Awareness and the Health Care System	Multicultural Health	\$99.95	n/a	n/a
First Aid, CPR and Emergencies	Pocket Mask ARC; Responding to Emergencies ISBN: 9781584805540	\$20.00; \$66.75	CPR Certification	\$35.00
History of Rock Music	What's That Sound? An Introduction to Rock and Its History // ISBN: 9780393937251	\$102.25	n/a	n/a
Introduction to Sociology	Sociology: A Down-to-Earth Approach, 13th Ed.	\$244.75	n/a	n/a
Introduction to the Theater	The Shape of Things by Niel Labute	\$10.95	n/a	n/a

Note: All referenced Sections from AB 288 (Education Code 76004)

**FULLERTON COLLEGE:**

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. College Orientation	N/A			
2. Introduction to Chicano/Chicana Studies	<i>Chicanos, Latinos and Cultural Diversity: An Anthology</i> Editors Dionne Espinoza, et. al. Kendall/Hunt Publishing Co. (2004) ISBN: 978-0-7575-1128-8	\$103.00	N/A	
3. Introduction to Sociology	<i>Sociology: A Brief Introduction.</i> Richard Schaefer. McGraw-Hill Higher Education (2014). 11ed. ISBN 978-0-07-802710-9	\$128.70	N/A	
4. Public Speaking	<i>Lucas, The Art of Public Speaking.</i> McGraw-Hill, 12 <sup>th</sup> ed. ISBN: 9780073523910	\$30.00	N/A	
5. Solidworks	<i>Parametric Modeling with SOLIDWORKS 2016.</i> Paul Schilling and Randy Shih. ISBN: 1585039985	\$75.00	N/A	
6. Careers in Fashion	Fashion Careers Course Pack			
25. Introduction to the Fashion Industry	<i>The Dynamics of Fashion</i> Elaine Stone. Bloomsbury Academic ISBN 9781609015008	\$55.58	Fashion Course Pack	
26. Basic Electricity and Basic Electronics	TBD			
27. Music Appreciation	<i>Music: An Appreciation.</i> Roger Kamien. McGraw-Hill Professional Publishing. 12 <sup>th</sup> ed. ISBN: 978-1259892707	\$85.65		

Note: All referenced Sections from AB 288 (Education Code 76004)

## 5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS

*Note: All referenced Sections from AB 288 (Education Code 76004)*

4.a.21  
Item No.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this:

12 <sup>th</sup>	day of	July	2018
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by and between

William Clarke
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Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;

and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

William Clarke will provide grant reader review and consulting services to the working client proposal development team. In this capacity Mr. Clarke will be responsible for the following: Coordinate with the client grant development team to discuss each section and the proposal services and the appropriate data element for the need section of the proposal; Discuss with client grant development team the project services section of the proposal as it is developed. Project services will focus on the requirements needed to be fund; Review the draft and then a final proposal one week prior to Client or USDOE announced due date; Provide consultant services to client grant development team by telephone and email to assist in the completion of the application for the grant.
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Site/School:	District Office	Funds (Cost Center):	College & Career Readiness Block Grant Funds
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	June 12, 2018
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and shall diligently perform as specified and complete performance by:

Date:	July 15, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

William Clarke has received a copy of the RFP for the GEAR UP grant. Specific information regarding the draft proposal will be provided so he may conduct the proposal review at least one week prior to the due date for internal review.
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5. District shall pay Consultant the maximum amount of

\$5,000
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for services rendered

to # of people:	n/a	# hours per day:	n/a	# of days:	n/a
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any

persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

The consultant will assist with: planning and review of the draft and final GEAR UP Proposal grant application; communicate with the grant writing team as he reviews each section of the proposal; and compiling information to complete the grant's priority and three sub-sections.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

William Clarke has been a grant-writing consultant for the past 40 years for US Department of Education grants. He worked at CSU Fullerton, the IHE partner in the GEAR UP for the 25 years in a variety of grants for low-income, first generation students. Mr. Clarke has in-depth working knowledge of the grant requirements and has established a strong working relationship with the US Department of Education. Mr. Clarke will provide insight and expertise to assist in the planning of the grant's priority requirement and the use of the WWC research requirements.

List any technical support that will need to be supplied by District:

Technical support is not required.

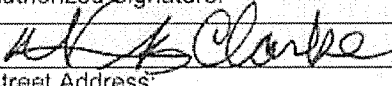


**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
Typed Name of consultant (same as page 1):	
William Clarke	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
William Clarke	Dr. Jaron Fried
Authorized Signature:	
	
Signature of Assistant Superintendent:	
Street Address:	
26397 Redlands Blvd	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
San Bernardino, CA 92373	Anaheim, CA 92803-3520
Date:	
6/20/18	7/13/18

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify: Non-profit Organization	<input type="checkbox"/>

Social Security Number\* or Federal Identification Number\*

--	--

\*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	--

Telephone Number:

E-mail Address:

	bclarke@sonic.net
--	-------------------

*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 6/22/18
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ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 Crescent Way – P.O. Box 3520  
Anaheim, CA 92803-3520

<b>EDUCATIONAL CONSULTING AGREEMENT</b>
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**THIS AGREEMENT** is made and entered into this (Board Approval Date):

12 <sup>th</sup>	day of	July	2018
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by and between

Revelations in Education, LLC
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Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;  
and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Dr. Lori Desautels is one of the most important voices for improving public education. Dr. Desautels' work focuses on integrating educational neuroscience and learning principles and strategies. She is an expert on school reform, educational neuroscience/brain and trauma, and has conducted professional development workshops throughout the country and world. Her passion is educational neuroscience and social and emotional learning, thus the focus for the AUHSD Educational Summit will be integrating mind-brain teaching and learning strategies.

Site/School:	District Office	Funds (Cost Center):	General Funds
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2. List of Other Supportive Staff or Consultants:

N/A
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	October 8, 2018
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and shall diligently perform as specified and complete performance by:

Date:	October 8, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other support staff is required.
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5. District shall pay Consultant the maximum amount of

Total cost for services shall not exceed \$5,000
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for services rendered

to # of people:	1,500	# hours per day:	6	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Dr. Lori Desautels will provide training and guidance to our District staff during the 2018 AUHSD Educational Summit.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Dr. Lori Desautels is an assistant professor in the undergraduate and graduate level at Butler University. Her belief is that there has never been a more chaotic and tenuous time in our nation's educational story, and we must create schools where all students thrive. Her focus for the AUHSD Educational Summit will be integrating mind-brain teaching and learning strategies.

List any technical support that will need to be supplied by District:

The District will provide a handsfree lavalier, internet access, LCD projector, audio and a small table for props.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
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Typed Name of consultant (same as page 1):

Revelations in Education, LLC	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:                      Typed Name of Assistant Superintendent:

Lori Desautels	Dr. Jaron Fried
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Authorized Signature:    Signature of Assistant Superintendent:

<i>Lori Desautels</i>	June 11, 2018	
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Street Address:

Street Address:

6534 Hythe Rd	501 Crescent Way, P.O. Box 3520
---------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Indianapolis, IN 46220	Anaheim, CA 92803-3520
------------------------	------------------------

Date:

Date:

6/11/18	7/13/18
---------	---------

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	Limited Liability Company

Social Security Number\*

or

Federal Identification Number\*

	27-3233711
--	------------

\*Or, initial below:

X	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
---	---

Telephone Number:

E-mail Address:

317-402-5781

ldesaute@butler.edu

*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	6/20/18
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ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 N. Crescent Way—P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this (Board Approval Date):

12 <sup>th</sup>	day of	July	2018
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by and between

HIN Experience LLC
--------------------

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;  
 and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

HIN (Happiness is NOW) Experience LLC, will provide two 60-minute motivational assembly presentations to help kick-start the year for students and staff at Western High School. Presentations will focus on (1) happiness and well-being; (2) finding your passions and exploring academics and extra-curricular activities; and (3) creating social awareness, kindness, and treating others with respect. In addition, students and staff will engage in an interactive dance portion led by speaker, Danny V. Batimana and his team.
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Site/School:	Western High School	Funds (Cost Center):	LCFF (0009)
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2. List of Other Supportive Staff or Consultants:

No other support is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 6, 2018
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and shall diligently perform as specified and complete performance by:

Date:	August 30, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

- 4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Consultants will be provided with the facilities to conduct the training.

- 5. District shall pay Consultant the maximum amount of

\$2,000

for services rendered

to # of people:	1,900 students	# hours per day:	4	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

- 6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
- 7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

;

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Students and staff will experience an engaging presentation that motivates students to increase their involvement in school and ability to succeed in a healthy manner.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Danny V. Batimana provides relevant outside experience including dance experience and working with at-risk populations in order to facilitate this type of presentation.

List any technical support that will need to be supplied by District:

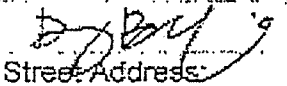
Technical support will not be required.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
HIN Experience LLC		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Danny V. Batimana		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
1904 Harbor Boulevard, #805		501 N. Crescent Way, P.O./Box 3520	
City, State, Zip Code		City, State, Zip Code	
Costa Mesa, CA 92627		Anaheim, CA 92803-3520	
Date:		Date:	
6/14/18			


Mark Appropriately:

Independent/Sole Proprietor:	Yes.
Corporation:	No.
Partnership:	No.
Other/Specify:	No.

Social Security Number\* or Federal Identification Number\*

	62-4057375
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\*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
---	--

Telephone Number:

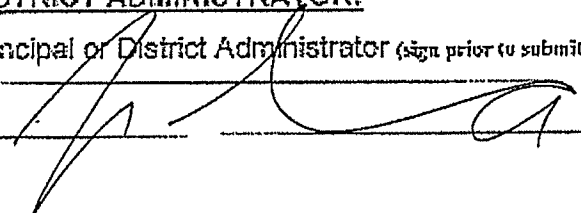
E-mail Address:

(949) 524-5143	danny@happinessisnow.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	6/15/18
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ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

<b>EDUCATIONAL CONSULTING AGREEMENT</b>
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**THIS AGREEMENT** is made and entered into this (Board Approval Date):

12 <sup>th</sup>	day of	July	2018
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by and between

Simón Silva
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Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;

and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Mr. Simón Silva will deliver a keynote address at the Districts' first annual Parent Leadership Conference. Mr. Silva will share a clear understanding of the importance of family engagement as a vehicle for student success. he will also present an insightful view of how the arts and creativity are a means of providing all individuals a greater degree of success in the 21st century job market. Mr. Silva will grow the parents' understanding of how family engagement is critical in nurturing a creative mind. Within the Keynote address, Mr. Silva will share aspects of his personal life in order for parents to relate to his struggles growing up financially challenged and as a Migrant student. Services will be provided August 31, 2018, through September 30, 2018.

Site/School:	District Office	Funds (Cost Center):	General Funds
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2. List of Other Supportive Staff or Consultants:

No other support is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 31, 2018
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and shall diligently perform as specified and complete performance by:

Date:	September 30, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

- 4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other support staff is required.
-------------------------------------

- 5. District shall pay Consultant the maximum amount of

Total cost for services for the year shall not exceed \$2,000
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for services rendered

to # of people:	260	# hours per day:	2	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

- 6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

- 7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole

negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Mr. Silva will provide a keynote address to the District's parent leaders during the 2018 Parent Leadership Conference.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Simón Silva is a motivational speaker who travels around the country offering seminars that encourage individuals to communicate using the artistic talent that resides within them. His focus will be on understanding the leadership roles that parents play in their children's education.

List any technical support that will need to be supplied by District:

No technical support is required.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
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- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
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- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
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- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:



<b>CONSULTANT:</b>	<b>DISTRICT:</b>
--------------------	------------------

Typed Name of consultant (same as page 1):

<b>Mr. Simon Silva</b>	<b>Anaheim Union High School District</b>
------------------------	---

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

<b>Mr. Simon Silva/Sole Proprietor</b>	Dr. Jaron Fried
--	-----------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

<b>42900 Normandy Lane</b>	<b>501 Crescent Way, P.O. Box 3520</b>
----------------------------	--

City, State, Zip Code

City, State, Zip Code

<b>Lancaster, CA 93536</b>	<b>Anaheim, CA 92803-3520</b>
----------------------------	-------------------------------

Date:

Date:

<b>06/18/2018</b>	7/13/18
-------------------	---------

Mark Appropriately;

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number\*

or

Federal Identification Number\*

--	--

\*Or, initial below:

S.S.	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
------	---

Telephone Number:

E-mail Address:

	<b>simonsilvacreative@gmail.com</b>
--	-------------------------------------

*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	7/20/18
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ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this (Board Approval Date):

12 <sup>th</sup>	day of	July	2018
------------------	--------	------	------

by and between

Collider, a consulting group operated by Yum Restaurant Services Group, LLC Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."
--

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;

and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Collider is a marketing services consultancy owned by Yum! Brands, and is made up of marketing strategists with over twenty years of experience positioning brands all around the world. In the last three years alone, Collider has positioned Taco Bell, Pizza Hut, KFC, Nestlé and other brands in the US, Canada, Latin America and multiple countries in Asia, Africa and Europe. Our methodology involves primary research among consumers—both quantitative and qualitative in nature, as well collaboration with academics and cultural mining. For AUHSD, Collider will conduct qualitative research (and potentially quantitative) among students, parents and other stakeholders in the district and at competing charter schools. With the insights garnered from the study Collider will conduct a 1-day workshop with AUHSD stakeholders to guide them in creating a compelling relevant and distinctive brand positioning. This positioning will become the basis of further communications and innovations the district will later pursue on its own.
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Site/School:	District Office	Funds (Cost Center):	General Funds
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2. List of Other Supportive Staff or Consultants:

Several full time employees of Collider will be involved in the project.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 13, 2018
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and shall diligently perform as specified and complete performance by:

Date:	October 31, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other support staff is required.
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5. District shall pay Consultant the maximum amount of

\$15,000
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for services rendered pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Intellectual Property.

- 7.1 Consultant will retain all rights and interests to all materials and intellectual property (including, without limitation, all tools, data, specifications or methods used to design, create, generate or otherwise develop the Deliverables or perform the services) belonging to Consultant prior to the date of this Agreement or developed by Consultant independently of any obligations under this Agreement (collectively, "Consultant Materials").

- 7.2 To the extent that Consultant incorporates any Consultant Materials into any deliverables, Consultant hereby grants to District a perpetual, royalty-free, non-exclusive, nontransferable license to use such Consultant Materials and any further development of such Consultant Materials, solely in connection with use of such deliverables by District.

- 7.3 In no event will Consultant be precluded from developing for itself, or for others, materials that are competitive with the deliverables, regardless of how the

deliverables are categorized and irrespective of their similarity to the deliverables provided that no Confidential Information of either Party is used in the development of such other materials.

- 7.4 Except as permitted by law or as set forth in this paragraph, neither party shall acquire hereunder any right to use the name, logo, trademarks or other proprietary information of the other party or any part thereof, and any such use shall require the express written consent of the owner party. District agrees that Consultant may list District as a client in Consultant's internal communications and external marketing materials, including its websites and social media, indicating the general services rendered. Further, for purposes of the services described in this Agreement only, District hereby grants to Consultant a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of the District solely for presentations or reports to District or for internal Consultant presentations and intranet sites.
8. Confidentiality. Each party shall keep confidential and not disclose to any non-affiliated third party the provisions of the Agreement and any information that it receives from the other under the Agreement that is not publicly available, except pursuant to an order, decree, subpoena or other validly issued judicial or governmental agency process (including through requests for information or by oral questions) ; provided that the report to be delivered to District in connection with the services shall not be deemed Confidential and may be disclosed by the District.
9. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 10. LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR A PARTY'S INDEMNIFICATION OBLIGATION, OR FOR A BREACH OF CONFIDENTIALITY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONSULTANT'S TOTAL AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) \$50,000 OR (II) AN AMOUNT EQUAL TO THE FEES PAID BY DISTRICT TO CONSULTANT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CONSULTANT BY DISTRICT, IN EACH CASE LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY CONSULTANT UNDER THIS AGREEMENT.
- 11. This AGREEMENT is not assignable without written consent of the parties hereto, which consent shall not be unreasonably withheld or delayed; provided,

that no such consent shall be required in the event of an assignment to an affiliate, subsidiary, or to a successor-in-interest to the business of the assigning party resulting from a merger, reorganization, or sale of all or substantially all such party's assets.

- 12. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 13. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 14. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Collider will conduct consumer (student and parent) research for AUHSD and help create a compelling brand positioning for the district that leads to a more powerful reason to choose the district over charter schools.

- 15. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Our extensive experience conducting marketing research around the world, as well as our ability to analyze it and find a compelling positioning for the district.

List any technical support that will need to be supplied by District:

None

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
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Typed Name of consultant (same as page 1):

Collider, part of Yum! Restaurant Services Group, LLC	<b>Anaheim Union High School District</b>
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Kenneth Muench	
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

117 W 4 <sup>th</sup> St, Suite 200	<b>501 Crescent Way, P.O. Box 3520</b>
-------------------------------------	--

City, State, Zip Code

City, State, Zip Code

Santa Ana, CA, 90740	<b>Anaheim, CA 92803-3520</b>
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Date:

Date:

6/14/18	
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	x
Partnership:	
Other/Specify:	

Social Security Number\*

or

Federal Identification Number\*

	48-1191302
--	------------

\*Or, initial below:

	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

949-400-0389	Ken.muench@yum.com
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	6/20/18
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## The Family Educational Rights and Privacy Act (FERPA)

This Statement of Rights and Responsibilities derives from and is intended to be consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), as well as California Education Code Section 49062 et seq. FERPA is a federal law that protects the privacy of student education records. FERPA applies to all K-12 schools and institutions of higher education that receive funds under an applicable program of the U.S. Department of Education. The California Education Code applies to K-12 schools in California, and similarly protects the privacy of student education records.

FERPA Part 99.31 allows schools to share data collected for this service provided by the University, without prior consent, when the following conditions apply:

- (6)(i) The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions to:
  - (A) Develop, validate, or administer predictive tests;
  - (B) Administer student aid programs; or
  - (C) Improve instruction.

The California Education Code permits disclosures for research purposes under the same circumstances. (California Education Code Section 49076 (a)(2)(E)).

## Terms of Service Agreement

### 1. Acknowledgement and consent

As the representative authorized to procure services for your educational institution(s), you are agreeing to receive services from July 1st, 2018 through June 30th, 2020 as described by the University of California in the Statement of Work (“SOW”), a separate document signed by the authorized party for the school and the University. The date of services shall be marked by either a signed document or electronic request and acknowledgement for services. By acknowledging your approved request to receive services, you are aware that the University accepts the personal demographic, academic, and identifiable data necessary to conduct the evaluation by the University of California’s Transcript Evaluation Service (“TES”) <sup>1</sup>. The University evaluates data as a service for participating public schools within California to determine student progress toward meeting the minimum admission requirements of California’s public systems of higher education. Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfy the “a-g” requirements. The data from TES are used to provide schools and districts with support from University programs, research and public service mission-focused partners.

### 2. The purpose of TES data collection, evaluation and outcomes reports

University access to records of research is critical for policy analysis and oversight purposes. Examples of how the University may use such records include, but are not

<sup>1</sup> See the list of data collected for the TES evaluation system for each data system and manual upload tool.

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limited to, responding to audits, establishing that past use of University or research sponsor funds was appropriate, responding to government demands or subpoenas, defending research findings, and facilitating research misconduct proceedings. .

The collection and generation of data and tangible research materials are integral parts of any research project. Accurate and appropriately recorded research data, and the creation and retention of tangible research materials, enable scholars to report, replicate and refute research findings, which ultimately advances the research enterprise. As per this document, the evaluation results produced through TES are defined as research data, and the outputs of the service, including reports or other tangible items, including the outcomes of such data, are considered research data and materials. At the subscriber's request, the University is prepared to furnish the basic guidelines taken to ensure that Research Data, as defined below, are appropriately documented, maintained, retained for a reasonable time and accessible to the University for review and use.

- a. "Research Data" are recorded information reflecting original observations and methods related to a research study, and documentation of such data needed to reconstruct and evaluate reported results of the study, regardless of the form or medium on which it may be recorded, that is produced: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University. Such data include, but are not limited to, computer software, databases and data of a scientific or technical nature, such as laboratory notebooks, field notes, electronic storage media, and printouts. Research Data also include Tangible Research Material, as defined below. Research Data do not include administrative records incidental to award administration such as financial records, contract and grant records, etc. While such administrative records generated by University researchers are not included in the definition of Research Data under these Guidelines, they are the property of the University and may be subject to terms and conditions of individual sponsored projects, federal and state regulations, and University retention and disposition requirements.<sup>2</sup>
- b. "Tangible Research Material" is a tangible item produced or collected in the course of research: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University.
- c. The University may use data collected from schools to populate the admissions application for the University and its public higher education segment partners, the California State University and California Community Colleges.<sup>3</sup> Students will

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<sup>2</sup> Other research data may be obtained through material transfer agreements, license agreements or other means. Such other research data that are not produced or collected by the University may be subject to third-party provider obligations, and should be handled in accordance with contractual commitments.

<sup>3</sup> Select the application name for the URL to access list of data elements: [applyUC](#), [CSUMentor](#), and [CCC apply](#).

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have the option to opt in to this automatic population process prior to their data being populated into their in-process application.

### 3. Data Retention

As a research agent of the state, the University retains information collected and TES outcomes to support research and evaluation to identify trends in student academic performance. Both the University and other local education agencies have responsibilities concerning access to, use of and maintenance of student data used as research data and research materials. These obligations are not new and are not unique to the University; they arise from express provisions in awards and agreements with federal and other research sponsors, overarching regulatory requirements relating to funded research and fundamental precepts of research integrity.

In general, principal investigators should retain all Research Data for as long as possible, but not less than a minimum of six years after final reporting, publication, completion or abandonment of the project, unless a longer retention period is indicated by the funding source or other relevant agreement.<sup>4</sup>

### 4. Ownership and Use of Research Data

Research Data are the property of University of California Office of the President.<sup>5</sup> Any research principal investigator, or authorized entity in contract with the University to conduct such research or programs, shall retain original Research Data on behalf of the University. The principal investigator is responsible for ensuring that Research Data, whether generated by the principal investigator or the principal investigator's research team, are recorded, stored and used in accordance with the generally accepted standards of his or her respective discipline and any requirements of applicable federal or state law or regulations, University policies and guidelines, and University contractual commitments.<sup>6</sup> The principal investigator should consult the appropriate campus or University administrative office regarding the use and stewardship of Research Data that may be subject to applicable export control regulations, laws and regulations protecting the rights and privacy of human subjects, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws and regulations.

Data in its raw form, prior to being uploaded into the University's TES file loader or having been queried or altered by the University's systems or intellectual property, are the property of the school or district, as defined by their local policies. Once data has been accepted into a TES file transfer format and verified for submission to evaluate the

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<sup>4</sup> Contract and Grant Manual, Chapter 17-310: Records Disposition Schedules for Contract and Grant Documents; Administrative Records Relating to Research: Retention Requirements (last updated June 2010).

<sup>5</sup> University of California Regulation No. 4 (APM-020) provides that original records of the research are the property of the University. ("Original records" may include tangible records of research, such as biological materials, chemical compounds, plants, etc.). California Labor Code § 2860 provides that everything that an employee acquires by virtue of his/her employment (except compensation) belongs to the employer whether acquired during or after the term of employment.

<sup>6</sup> Contract and Grant Manual, Chapter 10-330: Principal Investigators.

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file and its data contents, such data will become the property of the University and will be subject to the following conditions:

- a. The user will use the student TES evaluation results, provided by the University, only to support and conduct administrative activities, academic advising and counseling, and other intervention strategies intended to improve student progress toward satisfying minimum admission requirements for the California State University (CSU) and University of California systems of higher education.
- b. The data derived from the TES evaluations shall not be used for any purposes that generate revenue from the user or any other party without the express written consent of the University of California.

#### 5. Data Sharing

The University of California supports the sharing of Research Data to advance public knowledge. In the interest of advancing knowledge, the University expects principal investigators to release and share final Research Data, particularly that which is described in a publication, for use by other investigators and researchers in a timely manner, consistent with the practices of the discipline involved. Further, such release and sharing shall be in accordance with existing University policies and guidelines, including those related to intellectual property, sponsor requirements, and applicable laws and regulations, such as laws relating to protecting the rights and privacy of human subjects. The National Institutes of Health policies on data sharing and sharing of biomedical research resources ([http://grants.nih.gov/grants/policy/data\\_sharing/](http://grants.nih.gov/grants/policy/data_sharing/)) and the National Science Foundation *Policy on Dissemination and Sharing of Research Results* (<http://www.nsf.gov/bfa/dias/policy/dmp.jsp>) are models that investigators may find useful when planning for the sharing of Research Data. In all instances, principal investigators should consult relevant award and/or agreement terms to determine whether Research Data are subject to any special handling, use or restriction terms.

#### 6. Subscriber Responsibilities and Rights

By subscribing to this service and providing authorized access to your designee and those further provided access based on your or designees' discretion, you agree to hold the data in strict confidence. The user agrees NOT to release data to any other unauthorized person or organization.

The user shall retain data furnished by the school/district and the University in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The user agrees that any computer on which the data reside will be password-protected at all times.

No individual, school and/or district shall be identifiable in any reports, publications or other documents that are created by the user with the use of the data, unless at the specific request of the individual(s) authorized to make a request of this report, which must accompany a signed and notarized letter acknowledging such a request. Results for groups of individuals, schools and/or districts will only be reported when the number (i.e., the "cell size") is ten (10) or greater and in such a manner that results for groups of less than ten (10) cannot be easily calculated from other reported data.

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The user shall adhere to all federal, state and local statutes, regulations and other requirements pertaining to the security, confidentiality and privacy of data including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

#### 7. University Responsibility and Rights

- a. The Parties intend for the Agreement to be compliant with FERPA and California Education Code without parent consent;
- b. All pupil identifiable information contained in the records shared with the University of California will be kept confidential and will be used for the purpose of improving the District's programs, instruction and academic advising;
- c. Anyone who is provided with access to personally identifiable student education records will be advised of the confidentiality requirements and limitations of use of this Agreement and agree to abide by them;
- d. All student education records and pupil identifiable information contained in those records remain the sole property of the District;
- e. All algorithms, programs, and software used in the TES program, as well as research or analytical materials created by the University, remain the property of the University of California.

At the conclusion of the Agreement or at the District's request, all personally identifiable student education records shared under this Agreement shall be destroyed or returned to the District.

#### 8. Fees and Payment

Certain services carry subscription fees ("Subscription Fees"). Subscription Fees will be due on an annual basis (the "Subscription Term"). Before the beginning of each Subscription Term during the term of this Agreement, the University will invoice you (or, if you've provided a credit card number through Account Administration, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoices for Subscription Fees must be paid by the beginning of the Subscription Term or within thirty (30) days after your receipt thereof, whichever is later. Any special arrangements regarding payment will be reflected in a Statement of Work or similar document.

Unless otherwise agreed by you and the University in writing, all fees are non-refundable, including without limitation if this Agreement terminates prior to the end of a Subscription Term for which you have pre-paid Subscription Fees. All amounts due hereunder shall be paid in United States dollars within the United States. Conversion of foreign currency to United States dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the first working day of the calendar month during which the applicable payment is due.

If the payment information you have provided is incorrect or incomplete, or if you are late paying any invoice or the University is otherwise unable to complete a transaction or collect timely payment due to your error or omission, any payment due hereunder that is so delayed shall bear interest at the rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is less.

**9. Term and Termination; Suspension**

This Agreement shall remain in full force and effect so long as you use the service in strict accordance with the terms, conditions and limitations of this Agreement. Either party may terminate this Agreement for any reason or for no reason upon written notice to the other party (email is sufficient). The University may suspend your access to the services and the performance of any services at any time and without notice if the University reasonably believes in its sole discretion that you have breached any of the terms of this Agreement. If the University terminates this Agreement (except in the event of a breach of the Agreement by you), we will refund to you a prorated portion of your fees based on the date of termination.

Upon termination of this Agreement, your right to use and/or access the services directly related to TES shall terminate, and the University will cease performance of any of these services. The following provisions shall survive termination of this Agreement: Notwithstanding the foregoing, after termination of this Agreement, you may continue to use TES reports that you have downloaded prior to the effective date of termination, solely in accordance with all restrictions herein.

**10. Warranties; Warranty Disclaimer**

The Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 49076(a)(1)(A) both generally require that schools get prior written consent from a parent or guardian of a minor student before disclosing any educational records regarding such student ("Educational Records") to third parties. However, education records can be shared with school officials who have a legitimate educational interest. If you are a School, you hereby agree to designate the University (including its employees, contractors and agents) as an "other school official," under FERPA and/or the California Education Code, who has a "legitimate educational interest" in using and accessing such Educational Records. Further, you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to the University, Users or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will use the Educational Records only in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

**11. Limitation of Liability**

IN NO EVENT WILL THE UNIVERSITY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR

- a. ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE



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- OF THE SERVICES, PERFORMANCE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT,
- b. THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OR CORRUPTION OF DATA, ERROR OR OMISSION IN THE SERVICES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, AND
  - c. ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, AND ITS OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE EXERCISE OF COMMERCIALLY REASONABLE EFFORTS; IN EACH CASE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.



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**Signature Page**

This MEMORANDUM OF UNDERSTANDING shall be in effect as of the date first written above, and shall remain in effect for one full calendar year from the signature date or until terminated in writing by either party. However, the obligations of confidentiality set forth herein will continue beyond termination.

AGREED: **ANAHEIM UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

Dr. Jaron Fried

\_\_\_\_\_  
Printed Name

Assistant Superintendent

\_\_\_\_\_  
Title

7/13/18

\_\_\_\_\_  
Date

AGREED: **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

*Michael L Burton*

\_\_\_\_\_  
Signature

Michael L Burton

\_\_\_\_\_  
Printed Name

Program Manager

\_\_\_\_\_  
Title

June 20, 2018

\_\_\_\_\_  
Date





1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

Agreement for:  
Date:  
Agreement #

This Statement of Work ("SOW") is issued pursuant to the terms and conditions of the Terms of Service and Privacy Policy ("Agreement") dated July 1st, 2018 between **Anaheim Union High School District** ("Subscriber") and the **University of California** ("UC"), collectively referred to as the "PARTIES".

Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the SOW. If there are any conflicts between the provisions of this SOW and the Agreement, the terms of this SOW shall control with respect to the subject matter of this SOW. Any provisions of the Agreement not amended by this SOW shall remain in full force and effect. References to the "SOW" shall mean the Agreement and this SOW together.

1. Description of Services

University provides secured technologies and web services for subscribers to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by the UC Transcript Evaluation Service ("TES")<sup>1</sup>. Through TES, UC evaluates data as a service for participating California public schools and districts to determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. UC will implement a cloud-based data warehouse and visualization solution with data provided by SUBSCRIBER, that they, their designees and other authorized parties can securely access. UC will provide annual regional training and referrals to implementation support services as requested. UC will provide professional services hours as detailed below.

2. Fees, Expenses and Invoicing

The Fee Schedule is set forth in Table 1 below. UC will notify SUBSCRIBER if circumstances arise that would result in additional fees before commencing such work.

SUBSCRIBER agrees to prepay for the products and services listed in table 1, below. UC will invoice SUBSCRIBER in full once the SOW is signed by both parties.

UC will complete the implementation and training work on flat fee basis (see Table 1 for costs). SUBSCRIBER understands that the estimate of time is not a guarantee, and that the estimate is based, in part, upon SUBSCRIBER's availability and requirements outlined at commencement of work. If the total fees and costs exceed the estimated amount, UC will request approval in writing from the SUBSCRIBER. Once approved by SUBSCRIBER, the SUBSCRIBER will also be billed for expenses subject to SUBSCRIBER's customary expense policy.

Upon payment of the annual subscription fee as detailed in Table 1 below, UC will provide the hosting services, web services, and Tableau services needed for SUBSCRIBER staff to access UC TES secured webpage, that include reports, for the length of the subscription period. UC reserves the right to change the pricing model for subsequent years with a 90 day notice to SUBSCRIBER.

In addition to the work specified below, upon request UC will provide referrals to college preparation program support for your implementation and training needs. Programs may assess a fee for providing these services to help offset the costs to deliver these services. These prices are set independent of the TES administration at the UC Office of the President. Schools should inquire with their regional TES school engagement representative to learn more about programs available in your area. SUBSCRIBER

<sup>1</sup> See the list of data collected for the TES evaluation system for each data system and manual upload tool.



1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

with an active subscription to may submit support requests via email or phone. UC will respond to support requests within one business day.

Schools may also inquire about accessing a direct connection between their school information system and the Transcript Evaluation Service. This preferred message can be automated the collect data at the school's preferred frequency. Schools can request this service through their current information system. The University will consider requests but will not accept any additional costs required for establishing these connections. The University also does not endorse vendors passing the costs of developing the connectors to their current school subscribers.

Table 1. Deliverables and Pricing

Quantity/Rate: EMP Program	Cost: No Charge
----------------------------	-----------------

3. Subscriber Uses and Acknowledgement

SUBSCRIBER acknowledges and agrees that UC owns and operates [www.transcriptevaluationservice.com](http://www.transcriptevaluationservice.com), its website, the results of the TES evaluations, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by UC.

Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfying the "a-g" requirements. The data from TES is used to provide schools and districts support from University programs, research, and its public service mission focused partners.

4. Assumptions and UC Authorized Access

The following assumptions were taken into account when preparing the SOW and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. UC will work with SUBSCRIBER to resolve any issues as they occur.

- a. SUBSCRIBER agrees to use [tes@ucop.edu](mailto:tes@ucop.edu) for support requests.
- b. SUBSCRIBER agrees to provide requisite information for UC to meet Table 1 Deliverables in a timely fashion.
- c. SUBSCRIBER users will log in with email address and their password provided by UC to view reports
- d. SUBSCRIBER will access TES Data Warehouse securely using VPN software provided by UC



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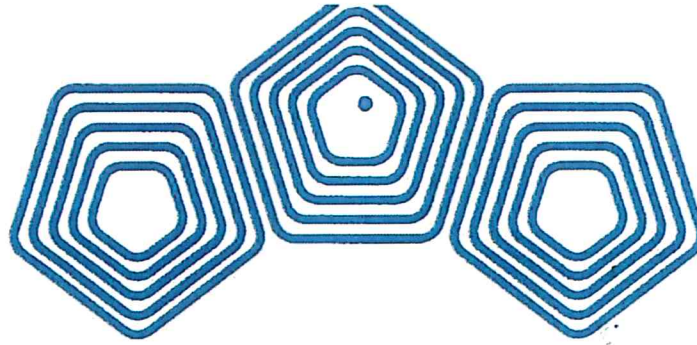
5. Warranties/Indemnification

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will only use and the Educational Records in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports, and anything provided in connection with this agreement are provided "as-is", without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

<b>Accepted and agreed to: University of California</b>	
Signed:	<i>Michael L Burton</i>
Printed:	Michael L Burton
Title:	Program Manager
Date:	June 20, 2018

<b>Accepted and agreed to: Anaheim Union High School District</b>	
Signed:	
Printed:	Dr. Jaron Fried
Title:	Assistant Superintendent
Date:	7/13/18



# Autonomy Foundation

**MOU / STATEMENT OF WORK  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
VITAL LINK  
AND  
THE AUTONOMY FOUNDATION**

This MOU/Statement of Work (SOW) is an agreement between Anaheim Union High School District, Vital Link, and The Autonomy Foundation, to memorialize a joint commitment by each Party to the AUHSD Drone Education Program.

## **Master Agreement**

The Vital Link/Autonomy Foundation Master Agreement (attachment B) will govern the terms of this agreement, including responsibility, liability, and operations. This Agreement may subsequently be modified only by a written document executed by Each Party.

## **Term**

This MOU shall be effective as of August 1st 2018, and it's duration shall continue for the full school year through July 31, 2019. Either party may request termination of this agreement, in writing, thirty (30) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed by both parties in writing.

## **Project**

This Project (AUHSD Drone Education Program) is to deliver The Autonomy Foundation's After-School Drone Program during Anaheim Union High School District's 2018-2019 school year at Katella High School, Magnolia High School, Dale Junior School, and South Junior Schools, serving 216 students, and training up to 18 teachers. Professional development hours for staff for high school instructors (up to 20 hours) and middle school teachers (up to 20 hours) will be included in the scope of work to be performed by Autonomy Foundation staff under this agreement.

### **Responsibilities**

**The Autonomy Foundation** will be responsible for the full scope of work including administration, operation, and delivery of the After-School Drone Education Programs as defined in Attachment A.

**Vital Link** will act as Fiscal Agent, as well as providing necessary and timely support required by The Autonomy Foundation.

**Anaheim Union High School District** will fully fund the program and provide facilities, students, and teachers who will be trained to lead drone program in the future.

### **Compensation**

AUHSD Drone Education Program has an operating budget of **\$79,121.23** for which Anaheim Union High School District has agreed to distribute to Vital Link on August 1, 2018 and for which The Autonomy Foundation will be the exclusive service provider, with full use and entitlement to the operating budget.

### **Governing Law**

This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws principles, all rights and remedies being governed by said laws.

**Signatures on Following Page**



**The Autonomy Foundation**

Name: Kamden G. W Burke

Title: Cofounder

Sign: Kamden G.W. Burke

Date: June 11, 2018

**Vital Link**

Name: Kathy Johnson

Title: President

Sign: Kathy Johnson

Date: June 12, 2018

**Anaheim Union School District**

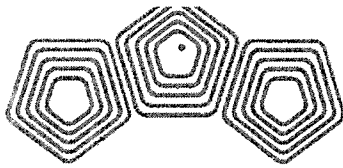
Name: Dr. Jaron Fried

Title: Assistant Superintendent

Sign: \_\_\_\_\_

Date: 7/13/18





Autonomy Foundation

## **SCOPE OF WORK (SOW):**

### **Autonomy Foundation Drone and Unmanned Vehicle Programs**

All Autonomy Foundation programs are strategically implemented for three semesters. Districts are asked to select teachers who will eventually lead unmanned vehicle programs in their districts. Teachers who wish to create for credit programs in their districts may take the course the first semester and are expected to co-teach with Autonomy Foundation (AF) staff for the second semester. AF staff will monitor teachers during third semester offering to provide support as needed and to work with teachers in curriculum development.

AF works with districts to develop programming and strategies for delivery of STEM programs, outreach to companies and organizations to mentor students, offer internships, and support advanced learning programs.

#### **Drone 101 (or FAA Part 107 Test Preparation course)**

##### **Focus: High School and Community College**

24 hours of instruction

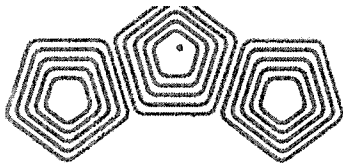
- 14 hours technical materials (58%)
- 4 hours practice (16.7%)
- 4 hours 5C's or soft skills (16.7%)
- 2 hours entrepreneurial training (8.6%)

The course covers best practices for professional drone use. Topics include basics of remote piloting, drone controls, fundamental FAA terms and regulations, piloting skills, cybersecurity topics, and integrates the soft skill 5C's into program delivery (Collaboration, Communication, Creativity, Critical Thinking, Character)

Breakout sessions cover critical thinking, and an intensive workshop on entrepreneurship which leads students through the process of setting up a business. Topics in this special session cover writing business proposals, generating funding, staffing, and marketing for small business and non profits.

Graduating students will have the requisite skills needed to apply for internships in aerospace and companies using drones in their operations.

Continued on next page



## Autonomy Foundation

### **Advanced Flight course**

**Focus: High School, Community College**

12 hours of instruction

- 4 hours Basic Technical Skills (33%)
- 6 hours Advanced Technical Skills (50%)
- 2 hours Final Test (17%)

This course is similar to a college lab course which covers advanced topics in flight, maneuverability, operations, and specialized tasks such as search and rescue, payload delivery, and videography. Students master advanced technical skills and drone navigation through navigating complex obstacle courses and completing operational tasks, including putting out a mock fire, seeking hidden objects, and delivering packages in mock rescue scenarios.

Graduating students will have the requisite skills to begin charting a course for their future professions, whether it requires further education, beginning a business, working for a drone utilizing company, or developing skills in related fields.

### **Introduction to Drones**

**Focus: Middle School**

24 hours of instruction

- 10 hours engineering skills (41.7%)
- 10 hours programming skills (41.7%)
- 2 hours 5C's or soft skills (8.3%)
- 2 hours final project (8.3%)

Students learn how to build and program AcroBee drones, practice flying them and complete a final project assignment utilizing what they have learned.

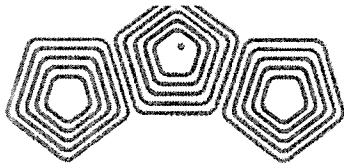
### **Drone Flight School**

**Focus: Middle School**

12 hours of Instruction

- 4 hours Basic Technical Skills (33%)
- 4 hours Advanced Technical Skills (33%)
- 4 hours Racing preparation and competition (34%)





## Autonomy Foundation

Students who have completed the Middle School Introduction to Drones program can register for this course which will build students' ability to maneuver drones in flight, develop collaborative skills, culminating in drone racing in a team setting.

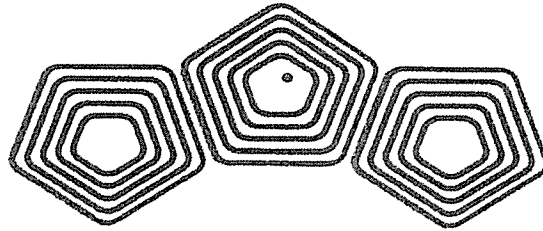
### **Train the Trainer Program**

#### **Focus: Middle and High School Teachers**

20 hours of instruction

- 5 hours Basic Technical Skills (25%)
- 5 hours Course Materials and program teaching (25%)
- 5 hours Student selection strategies and progress tracking techniques (25%)
- 5 hours on site preparation for successful program delivery (25%)

This course prepares teachers and school site staff for the implementation of the classes, integration of the 5Cs philosophy, sets expectations on measuring success, strategies for guiding students into STEM education and career pathways.



# Autonomy Foundation

**MEMORANDUM OF UNDERSTANDING  
THE AUTONOMY FOUNDATION  
AND  
VITAL LINK**

This Memorandum of Understanding (MOU) is an agreement between The Autonomy Foundation and Vital Link, to memorialize a joint commitment by each Party to the Purpose.

### **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

### **Term**

This agreement shall be effective as of June 8th 2018, and it's duration shall continue for three (3) years. Either party may request termination of this agreement, in writing, thirty (30) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed by both parties in writing.

### **Purpose**

The purpose of this collaboration is the exclusive relationship between Vital Link and The Autonomy Foundation, to ensure that mutually beneficial operations continue until The Autonomy Foundation is granted 501c3 tax-exempt status.

### **Responsibilities**

**The Autonomy Foundation** will maintain all administrative and operational responsibilities but will be subject to the oversight of Vital Link, on non-profit projects, during the Term of this Agreement.

Vital Link will provide the Vital Link name and non-profit status, as well as the necessary and timely support required for mutually approved projects and operations as needed by The Autonomy Foundation.

### **Compensation**

As a result of the general nature of this agreement, specific compensation will be agreed to in writing at the commencement of each project and reflect the traditional market value of work rendered. In addition, the intention to share marketing and expertise between groups shall suffice as full compensation in some cases.

### **Assignment**

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

### **Intellectual Property**

Intellectual Property Rights shall mean any and all now known or hereafter known, tangible and intangible: (1) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask-works; (2) trademark and trade name rights and similar rights; (3) trade secret rights; (4) patents, designs, algorithms and other industrial property rights; (5) all other intellectual and industrial property rights of every kind and nature throughout the universe, however named or designated, including, without limitation, logos, rental rights and rights to remuneration, whether arising by operation of law, contract, license, or otherwise; and (6) all registrations, initial applications, renewals, extensions, continuations, division or reissues of the above, whether now or hereafter in force.

### **Confidentiality**

Each party hereby agrees that all information provided by the other party and identified as "confidential" will be treated as such, and the receiving party shall not make any use of such information other than with respect to this Agreement.

### **Use of Name**

No right, express or implied, is granted by this Agreement to either Party to use in any manner the name or Intellectual Property of the other or any other trade name or trademark of the other than in direct connection with the performance of this Agreement, or with specific prior written consent of an authorized representative.



### Indemnification & Insurance

Each Party agrees to full indemnification, and to hold harmless from and against all losses, costs, damages or expenses, including, without limitation, reasonable attorney's fees incurred, arising from any parties outside of this Agreement. Each Party agrees to secure and maintain general liability insurance, providing coverage for Officers and Directors during the Term of this Agreement.

### Compliance

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

### FERPA

The parties acknowledge that any student information received from The Autonomy Foundation may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining The Autonomy Foundation's written consent.

### Non-Discrimination

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

### Governing Law

This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws principles, all rights and remedies being governed by said laws.

#### **The Autonomy Foundation**

Name: Kamden G. W. Burke

Title: Cofounder

Sign: Kamden G.W. Burke

Date: June 11, 2018

#### **[Organization Name]**

Name: Kathy Johnson

Title: President

Sign: Kathy Johnson

Date: June 12, 2018



Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**  
 CLICK AND ENTER DATA

<b>School:</b>	Cypress High School	<b>Date of Application:</b>	5/24/18
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

Nutrition Club
----------------

**Purpose of the group (Please describe thoroughly):**

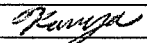
To bring awareness about how people's bodies can be affected from what they consume
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**Frequency of group meetings:**

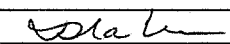
Weekly
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**Proposed meeting day, time and location:**

Day:	Wednesday	Time:	12:09-12:39	Location:	TBD
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Applicant's Signature:		Date:	05/24/18
Printed Name:	Kavya Pillai		

Advisor's Signature:		Date:	5/24/18
Printed Name:	Rick Feldman		

Principal's Signature:		Date:	5/24/18
Printed Name:	Dr. Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	6/15/18
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Following approval, the completed application will be returned to the school principal.

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	John F. Kennedy High School	<b>Date of Application:</b>	23 April 2018
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Best Buddies
--------------

**Purpose of the group (Please describe thoroughly):**

(Acts of Random Kindness + Make a Wish) Students promote kindness through simple acts amongst students and the staff. This kindness movement will allow everyone to create a better school climate by increasing engagement in kind actions. In addition to helping the school, we will help the community through donations and supplies and other volunteer activities.
--

**Frequency of group meetings:**

Once – twice a month
----------------------

**Proposed meeting day, time and location:**

Day:	any	Time:	Lunch	Location:	Mp1
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Applicant's Signature:	<i>Omni Patel</i>	Date:	April 26, 2018
Printed Name:	Omni Patel		

Advisor's Signature:	<i>Mattie Holt</i>	Date:	April 26, 2018
Printed Name:	Mrs. Holt		

Principal's Signature:	<i>Dr. Zurbarano</i>	Date:	April 26, 2018
Printed Name:	Dr. Zurbarano		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:	<i>Tab</i>	Date:	6/13/18
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**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**  
 CLICK AND ENTER DATA

<b>School:</b>	Western High School	<b>Date of Application:</b>	5/22/2018
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Animal Advocacy Club
----------------------

**Purpose of the group:**

Advocate for Humane treatment of animals. Fundraise and donate time and resources to animal shelters, wildlife organizations and other animal related organizations. Another goal is to raise awareness about animal cruelty perpetrated by businesses such as puppy and kitten mills and businesses and organizations that conduct testing and perform experiments on animals.
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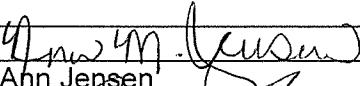
**Frequency of group meetings:**

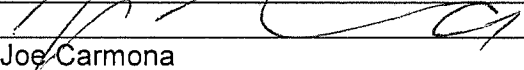
Once per Month
----------------

**Proposed meeting day, time and location:**

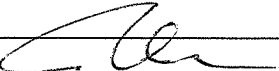
Day:	Fridays	Time:	Lunch	Location:	Room 2
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Applicant's Signature:		Date:	5/22/2018
Printed Name:	Stephanie Vazquez		

Advisor's Signature:		Date:	5/22/2018
Printed Name:	Ann Jensen		

Principal's Signature:		Date:	5/22/2018
Printed Name:	Joe Carmona		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	6/15/18
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**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	Western High School	<b>Date of Application:</b>	4/28/2018
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

AVID Club
-----------

**Purpose of the group:**

Community Service, Field Trips and Fundraising
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**Frequency of group meetings:**

Monthly
---------

**Proposed meeting day, time and location:**

Day:	Tuesdays	Time:	Lunch	Location:	Room 2
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Applicant's Signature:	<i>Grace Karanick</i>	Date:	4/30/2018
Printed Name:	Grace Karanick		

Advisor's Signature:	<i>Ann Jensen</i>	Date:	4/30/2018
Printed Name:	Ann Jensen		

Principal's Signature:	<i>Joe Carmona</i>	Date:	4/30/2018
Printed Name:	Joe Carmona		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	6/15/18
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**Following approval, the completed application will be returned to the school principal.**



**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	Western High School	<b>Date of Application:</b>	April 26, 2018
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Gender Equality Club
----------------------

**Purpose of the group:**

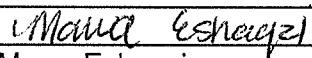
Our purpose is to understand each other in the face of such partisan division and that we come together in the quest for all not matter gender, sexual orientation/ identity, race, ethnicity, religion, and disability. We will raise awareness throughout the campus and outside in order to ensure a better future for people of all kind and educate ourselves and others on the topics that affect people's everyday lives.
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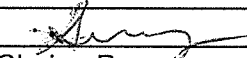
**Frequency of group meetings:**

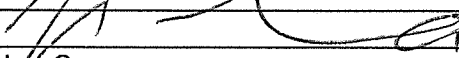
once every week
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**Proposed meeting day, time and location:**

Day:	Thursday	Time:	Lunch	Location:	Room 15
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Applicant's Signature:		Date:	5/23/18
Printed Name:	Mawa Eshaqzi		

Advisor's Signature:		Date:	5/23/18
Printed Name:	Shaina Peng		

Principal's Signature:		Date:	5/25/18
Printed Name:	Joe Carmona		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:



Date:

6/17/08

**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**  
 CLICK AND ENTER DATA

<b>School:</b>	Western High School	<b>Date of Application:</b>	May 23, 2018
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Global Connections Club
-------------------------

**Purpose of the group:**

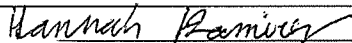
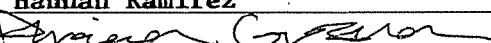
The purpose of the club is to create a social and academic organization open to all Western students with an interest in geography and global matters. The purpose is to offer a forum for students to network, develop leadership skills, become more aware of international issues and inspire students' curiosity about the world around them.
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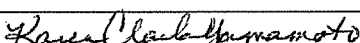
**Frequency of group meetings:**

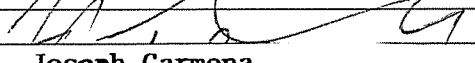
Once a week
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**Proposed meeting day, time and location:**


<b>Day:</b>	Wednesdays	<b>Time:</b>	Lunch	<b>Location:</b>	Room 13
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Applicant's Signature:		Date:	5/23/18
Printed Name:	Hannah Ramirez		
Applicant's Signature:		Date:	5/23/18
Printed Name:	America Guzman		

Advisor's Signature:		Date:	5/23/18
Printed Name:	Karen Clarke Yamamoto		

Principal's Signature:		Date:	5/25/18
Printed Name:	Joseph Carmona		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	6/18/18
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Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	Western	<b>Date of Application:</b>	March 23, 2018
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Western Esports
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**Purpose of the group:**

The Western High School Esports Club will bring together a community of students, promote healthy competition, explore STEAM-related careers and encourage student bonding amongst passionate gamers through the world of gaming and esports.
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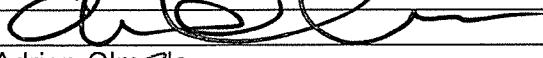
**Frequency of group meetings:**

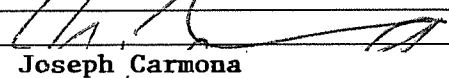
Once a week.
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**Proposed meeting day, time and location:**


Day:	Wed	Time:	12:10PM	Location:	Rm. 74
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Applicant's Signature:		Date:	3/23/18
Printed Name:	James Cadavona + Cedric Baral		

Advisor's Signature:		Date:	3/23/18
Printed Name:	Adrian Olmedo		

Principal's Signature:		Date:	5-10-18
Printed Name:	Joseph Carmona		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	6/15/18
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Following approval, the completed application will be returned to the school principal.

## LEADERSHIP EDUCATION FOR ANAHEIM UNION HIGH SCHOOL DISTRICT ("LEAD") AGREEMENT

This Agreement ("Agreement") is entered into as of July 12, 2018 ("Effective Date"), by and among the California Collaborative for Educational Excellence ("CCEE"), by and through its Fiscal Agent, the Marin County Superintendent of Schools ("Fiscal Agent"), the Anaheim Union High School District ("District"), and California State University, Fullerton ("University") (each a "Party" and collectively, the "Parties").

### I. RECITALS:

- A. The District, the University, and the CCEE are collaborating in furtherance of the common objective of improving education in California schools, including but not limited to advancing education leaders, enhancing educational practices, and improving student outcomes, through the implementation of this Agreement.
- B. The District operates a local educational agency for students in the seventh through twelfth grades; and
- C. The University operates a California public university with a College of Education offering an accredited academic program that has been approved by the California Commission on Teacher Credentialing ("CCTC") for the attainment of a Preliminary Administrative Services Credential ("PASC"); and
- D. The purpose of the CCEE is to advise and assist school districts, county superintendents of schools, and charter schools in achieving the goals set forth in a local control and accountability plan (Ed. Code § 52074); and
- E. In furtherance of the aforementioned purpose, the CCEE has implemented a pilot program to deliver individualized, multi-year technical assistance to a small number of local educational agencies that will inform long-term efforts in improving pupil outcomes, closing the achievement gap, and establishing a system of continuous improvement across the state ("Pilot Program"); and
- F. The District, pursuant to a Resolution passed by its Governing Board on December 8, 2016, and approved by the Governing Board of the CCEE on February 2, 2017, is a participant in CCEE's Pilot Program; and
- G. At its meeting of February 2, 2017, the Governing Board of the CCEE authorized allocation of the nine hundred thousand dollars (\$900,000) to the Pilot Program at the District, based on the District's anticipated needs and in accordance with a funding formula developed by the CCEE; and
- H. As part of the District's participation in the Pilot Program and through use of the funds previously allocated by the CCEE Governing Board, the CCEE and the District desire to form a Leadership Education for Anaheim Union High School District program ("LEAD Program") designed to address the District's identified



core problem of practice; English Learners are not achieving at the same rate as the general population. The LEAD Program will provide a pathway for up to 25 District teachers (“LEAD Teachers”), selected by the District, to attain their PASC, with the goal of building an institutionalized succession of leaders with the skills and dispositions to increase the success of the target student group in the District; and

- I. Through its College of Education, Department of Educational Leadership, and PASC program, the University is committed to contributing to the advancement of leaders in education. In furtherance of this commitment the University desires to partner with the CCEE and District to facilitate the LEAD Program and provide the academic program necessary for the LEAD Teachers to attain their PASC while simultaneously building the capacity of the University’s program by gaining a deeper understanding of the development and implementation of local control and accountability plans associated with the Local Control Funding Formula, leading to evidence-based, more engaged, equity-focused decision-making that ultimately increases student outcomes and mandated state priorities at the local level; and
- J. The CCEE, District and University each intend to conduct and publish research related to the LEAD Program and nothing in this Agreement is intended to restrict or limit any of these entity’s ability to do so, including through the hiring of consultants or contractors to carry out this purpose. Notwithstanding any other provisions of this Agreement, nothing shall prevent the CCEE, District, and/or University from identifying the other entities and/or their individual employees or representatives and describing the other entities’ and individuals’ roles in the LEAD Program in any such research and publications.

**NOW, THEREFORE**, in consideration of the covenants, conditions, and stipulations hereinafter expressed, the Parties hereby agree as follows:

## **II. AGREEMENTS**

### **A. Recitals**

The above listed Recitals are incorporated herein and made a part of this Agreement as if set forth in full herein.

### **B. Accreditation**

The University shall maintain all relevant accreditation through the State of California, and approval of its PASC program through the CCTC, for the entire term of this Agreement. Should the University’s accreditation lapse at any time, the University agrees to immediately notify the CCEE and District in accordance with Paragraph II.I.13, below. In such event, the CCEE and/or District may terminate this Agreement in their sole discretion, by providing notice in accordance with Paragraph II.I.13, below. If the CCEE or District elects to terminate the Agreement in accordance with this paragraph, any tuition reimbursement provided by the CCEE or District pursuant to Paragraph II.G, below, shall be reimbursed by the University to the

District, and the District shall reimburse the CCEE for the CCEE's tuition reimbursement payments, as described below.

**C. Selection of LEAD Teachers**

The District has developed and implemented a LEAD Teacher application and selection process, including a requirement that each LEAD Teacher agrees to the terms and conditions for participation as a LEAD Teacher. Using this process, the District has selected the maximum of 25 current District certificated employees to participate in the LEAD Program who have been cleared to enter the University application process for the LEAD Program. Should any of the candidates selected by the District not be admitted through the University's application process, the District may propose additional candidates to apply through the University application process to participate as LEAD Teachers, with a maximum total of 25 participants.

**D. LEAD Educational Program**

The University will provide a structured two-year program for the LEAD Teachers during the 2018-2019 and 2019-2020 school years, inclusive of summer session sessions and ending with the fall 2019 semester on December 31, 2019, that shall be for University course credit and shall be sufficient to satisfy the CCTC's academic program requirements to attain a PASC in the State of California. The LEAD Teachers shall be enrolled in courses that include one all-day Saturday session per month, with weekly online content. For all LEAD Teachers that satisfactorily complete the academic requirements of the LEAD Program and all other independent CCTC requirements, the University shall recommend that the LEAD Teachers be awarded their PASC. To the extent any LEAD Teacher desires to obtain his/her Clear Administrative Services Credential, other credential, or other degree in higher education, such attainment will be outside the scope of this Agreement. Specific elements of the LEAD Program will be tailored to meet the needs of the District in addressing the target student group, through collaboration between the primary instructor and lead professor (as defined below), the District, the CCEE, and such other consultants as are mutually agreed upon by the Parties and consistent with the Pilot Program as approved by the CCEE Board.

**E. Assignment of Primary Instructor**

The University agrees to assign Jennifer Goldstein, Ph.D., a University employee and faculty member in the Department of Educational Leadership, to serve as the primary instructor and lead professor for the LEAD program. Should Dr. Goldstein's employment with the University terminate for any reason during the term of this Agreement, or should Dr. Goldstein otherwise be unable to carry out any or all of the functions as the primary instructor and lead professor for the LEAD Program for any reason, the University agrees to promptly appoint a qualified successor and notify the CCEE and District in writing of the change in staffing. CCEE and District shall each be afforded the right to provide input into any such successor, and University shall consider such input in good faith, though the ultimate selection and assignment is within University's discretion.



## **F. Additional Consultation**

The Parties agree that to the extent Professor Goldstein (or any replacement primary instructor and lead professor) provides additional consultation and/or oversight services to the LEAD Program, or Pilot Program, outside the scope of her duties as a University employee, such services will be subject to a separate agreement between Professor Goldstein and the CCEE. The University agrees that nothing in its employment agreement with Professor Goldstein (or any replacement primary instructor and lead professor) does or shall serve to restrict Professor Goldstein's ability and right to contract with the CCEE for the provision of such additional consultation and/or oversight services. The University further agrees that, in accordance with Paragraph J of the Recitals, nothing in this Agreement shall restrict the CCEE's ability to hire additional consultants for any reason, including but not limited to for purposes of conducting and publishing research related to the LEAD Program.

## **G. Tuition Reimbursements**

### **1. Tuition**

The University shall charge each LEAD Teacher two thousand six hundred fifty-eight dollars and twenty-eight cents (\$2,658.28) per semester, for a total of ten thousand six hundred thirty-three dollars and twelve cents (\$10,633.12) for completion of the academic requirements of the LEAD Program.

### **2. Tuition Reimbursements**

As described and subject to the terms and requirements set forth herein, the CCEE and the District shall each provide each LEAD Teacher a conditional tuition reimbursement of two thousand six hundred fifty-eight dollars and twenty-eight cents (\$2,658.28) towards the University's charges for the LEAD Program, thereby covering one-half of the University's per LEAD Teacher charges. Each LEAD Teacher shall be obligated to make the full University tuition payment of two thousand six hundred fifty-eight dollars and twenty-eight cents (\$2,658.28) for each semester. In accordance with the terms of this Agreement, the CCEE shall provide the tuition reimbursement of one thousand three hundred twenty-nine dollars and fourteen cents (\$1,329.14) for fall 2018 and the tuition reimbursement of one thousand three hundred twenty-nine dollars and fourteen cents (\$1,329.14) for spring 2019 and the District shall provide the tuition reimbursement of one thousand three hundred twenty-nine dollars and fourteen cents (\$1,329.14) for summer 2019 and the tuition reimbursement of one thousand three hundred twenty-nine dollars and fourteen cents (\$1,329.14) for fall 2019.

### **3. Obligations of the CCEE**

The CCEE agrees to supplement the ten thousand six hundred thirty-three dollars and twelve cent (\$10,633.12) tuition being charged by the University per LEAD Teacher by contributing two thousand six hundred fifty-eight dollars and twenty-eight cents (\$2,658.28) in the form of a conditional reimbursement for the tuition costs of the fall 2018 semester and the spring 2019 semester on behalf of each of the LEAD Teachers (up to a maximum of 25 teachers) who are selected by the District and accepted by the University to participate in the LEAD Program and who are currently in compliance with all conditions and requirements applicable to



LEAD Teacher participation in the LEAD Program. The CCEE shall provide the funding in the form of two payments to the District up to a combined total of sixty-six thousand four hundred fifty-seven dollars (\$66,457). The first payment, for the fall 2018 tuition reimbursement, shall be made on or before December 15, 2018, and the second payment shall be made on or before May 15, 2019. The total amount of each payment from the CCEE shall be \$1,329.14 x the total number of LEAD Teachers currently participating in the LEAD Program for the fall 2018 semester and for the spring 2019 semester. The tuition reimbursements shall then be distributed by the District in accordance with Paragraph II.G.4, subject to the conditions set forth in Paragraph II.G.5. CCEE shall not be liable to the University for any individual LEAD Teacher's failure or delay in making any payments due to the University for the University's services to the LEAD Program.

#### 4. Obligations of the District

The District shall pay the tuition reimbursements provided by the CCEE pursuant to Paragraph II.G.3 directly to each LEAD Teacher, provided that the teacher submits a receipt for payment of tuition and a transcript verifying successful completion of the coursework for the applicable semester for which the LEAD teacher is seeking reimbursement.

The District agrees to match the CCEE's contribution of conditional reimbursement for the tuition costs of the summer 2019 semester and the fall 2019 semester in the amount of two thousand six hundred fifty-eight dollars and twenty-eight cents (\$2,658.28) for each of the LEAD Teachers (up to a maximum of 25 teachers) who are participating in the LEAD Program and who are in compliance with all conditions and requirements for participation, for a total of up to sixty-six thousand four hundred fifty-seven dollars (\$66,457) (the total amount shall be \$1,329.14 x the total number of LEAD Teachers currently participating in the LEAD Program each for the summer 2019 semester and for the fall 2019 semester). The District shall reimburse each LEAD Teacher providing that the LEAD Teacher submits a receipt for payment of the program and a transcript verifying successful completion of the coursework for each applicable semester for which the LEAD Teacher is seeking reimbursement.

The District further agrees to provide at its cost at least one (1) co-instructor for each term of the program (fall 2018 through and including fall 2019), who will at minimum be present for all Saturday classes. To optimize pedagogical impact, the District will also encourage the co-instructor(s) to engage in co-planning with the primary instructor/lead professor.

#### 5. Mutual Agreements and Obligations of the Parties:

The Parties agree that the reimbursements described in Paragraphs II.G.2, II.G.3, and II.G.4 above, shall be conditioned on: (1) each LEAD Teacher's payment of the University's tuition payment for the fall 2018, spring 2019, summer 2019, and fall 2019 semesters; (2) each LEAD Teacher's ongoing participation in the LEAD Program, including maintaining satisfactory attendance and passing grades in all University classes constituting part of the LEAD Program; (3) each LEAD Teacher's completion of the LEAD Program and attainment of a PASC through the University and (4) continued employment with the District for a period of at least two years following successful completion of the LEAD Program and attainment of the PASC. The District shall be responsible for informing the LEAD Teachers of the conditional nature of the



reimbursements, and to monitor and verify compliance with the aforementioned conditions. For any and all LEAD Teachers who fail to meet the requisite conditions, the District agrees and shall be solely responsible to obtain reimbursement from those LEAD Teachers of the full amount of the conditional reimbursements funded by both the District and CCEE. The District shall seek reimbursement from any such LEAD Teachers within thirty (30) days of determining that the LEAD Teacher has failed to complete the requirements and conditions of the LEAD Program. The District shall reimburse CCEE within thirty (30) days of obtaining reimbursement from a LEAD Teacher and/or becoming aware that fewer LEAD Teachers will enroll or continue to participate in the LEAD Program than the number for which CCEE has made payment to the District. The requirement to reimburse CCEE shall survive the termination of this Agreement.

## **H. Data and Research**

### **1. Ownership and Use of Data**

During the LEAD Program and its implementation, the CCEE, District, and University, and their employees, representatives, and contractors – including the LEAD Program’s primary instructor and lead professor in her role as a University employee and/or as part of her additional consulting and oversight obligations pursuant to any contract with CCEE – (collectively “Parties and Parties’ Representatives”) will be separately and/or together gathering various qualitative and quantitative data related to and stemming from the LEAD Program, the University classes for the LEAD Program, the LEAD Teachers, their colleagues and students, as well as comparative student groups and the results of the LEAD Program on the District’s identified core problem of practice and/or any other impacts or results of the LEAD Program (“LEAD Program Data”). This LEAD Program Data shall include, but not be limited to collective and disaggregated data regarding student performance on summative and formative assessments including the Smarter Balanced Assessment System.

Regardless of which Party and/or Party’s Representative has collected or compiled the LEAD Program Data, any and all such LEAD Program Data gathered from the Effective Date through and including the latter of (a) each LEAD Teacher’s completion of all of the conditions described in Paragraph II.G.5 above, including the two years of ongoing employment by the District following their attainment of their respective PASCs or (b) District’s reimbursement of CCEE’s conditional tuition reimbursement payments for any LEAD Teachers who fail to comply with all of the conditions set forth in Paragraph II.G.5, shall be jointly owned and must be shared upon request with the other Parties. Any and all such LEAD Program Data may be used together or individually by each of the Parties in any research and/or publications they may choose without any further permission from any other Party or Parties, with the condition that the information and data shared and/or published by any Party or Parties shall be limited as necessary to protect individual student and/or employee privacy rights and to comply with applicable state and federal law, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Each Party licenses all such rights it may have in the LEAD Program Data to the other Parties free of charge and on a perpetual, irrevocable, non-exclusive, royalty-free worldwide basis. Furthermore, each Party is permitted to reference the other Parties’ roles and responsibilities in the LEAD Program in any such research and/or published information related to the LEAD Program.



In order to maximize collective effort to build knowledge about leadership preparation and the education of English Learners, as feasible, the Parties agree to engage in collaboration and coordination of the research and reporting of results.

2. Contract for Additional Research

The Parties agree that on or before March 1, 2019, they shall discuss and negotiate in good faith whether they desire to enter into an amendment to this Agreement or an additional contract to carry out and/or publish joint additional research relative to the LEAD Program and the terms for any such additional research and/or publication of results.

**I. General Provisions**

1. Effective Date; Ratification by CCEE Governing Board

This Agreement shall become effective as of the Effective Date, defined above, and shall remain in effect until the latter of (a) each LEAD Teacher's completion of all of the conditions described in Paragraph II.G.5 above, including the two years of ongoing employment by the District following their attainment of their respective PASCs or (b) District's reimbursement of CCEE's conditional tuition reimbursement payments for any LEAD Teachers who fail to comply with all of the conditions set forth in Paragraph II.G.5. The Parties agree that this Agreement is subject to ratification by the Governing Board of the CCEE at the next regular meeting for which the agenda deadline has not passed at the time of entering into the Agreement. Services may be provided pursuant to the terms of the Agreement prior to such ratification, but if the CCEE Governing Board votes not to ratify the Agreement, the CCEE's rights and obligations pursuant to this Agreement shall be terminated on the day following the meeting at which the CCEE Governing Board failed to ratify it, though the Agreement between the District and the University shall remain in full force and effect. In the case of termination of the CCEE's rights and obligations for failure by the CCEE Governing Board to ratify the Agreement, the District shall be entitled to retain a pro rata share of any conditional reimbursement payments that have already been paid by the CCEE to the District prior to the date of termination. This pro rata share shall be determined by dividing the total CCEE tuition reimbursement per LEAD Teacher (\$2,658.28) by 730 days for a total of \$3.64 per LEAD Teacher, multiplied by the number of days from the Effective Date to the date of termination. If CCEE has not made any payments pursuant to the terms of this Agreement by the termination date, the District shall not be entitled to any payment hereunder. In the case of termination of the CCEE's right and obligations for failure by the CCEE Governing Board to ratify the Agreement, the CCEE shall have no obligations to the University other than District's right to retain partial payment of the tuition reimbursement as described in this paragraph.

2. Termination

Each Party shall have the right to terminate this Agreement in the event of a breach by another Party that remains uncured after thirty (30) days' written notice. In the event of termination, the non-breaching parties may proceed with the LEAD in any reasonable manner deemed proper to the non-breaching parties, and CCEE shall not require reimbursement of conditional reimbursements which have already been provided to the District on behalf of the

LEAD Teachers, unless the termination was a result of the District or University's breach of this Agreement. If the LEAD Program is terminated by the University, such as in the unlikely event of loss of accreditation, the University shall reimburse the LEAD Teachers and the District for any tuition payments made for the LEAD Program and District shall reimburse the CCEE for its pro rata share of any tuition payments returned to the District by the University.

3. Assignment; Successors and Assigns

No Party shall assign or otherwise transfer this Agreement, or any interest in this Agreement, or its rights or obligations under this Agreement, without the other Parties' express prior written consent. Any purported assignment in violation of this paragraph shall be void. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

4. No Third Party Beneficiaries.

Nothing contained in this Agreement shall create, or be construed to create, any rights, any contractual relationship with or any cause of action in favor of any third party against the CCEE, the District, or the University.

5. Indemnification

Each Party (an "Indemnifying Party") will indemnify and hold harmless the other Parties, their affiliated entities and their respective trustees, directors, officers, employees, agents, assigns and representatives (each an "Indemnified Party" and together the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, investigations and any other action of any kind ("Claims") and any resulting loss, liability, expense, damage, settlement, judgment, interest or penalty of any kind, including court costs and reasonable attorneys' fees, resulting from or arising out of (i) the acts or omissions of the Indemnifying Party or any of its employees, officers, trustees, directors, agents, assigns, or representatives in connection with this Agreement or (ii) breach by the Indemnifying Party of any of the terms of this Agreement or any applicable law or regulation, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties.

6. Insurance

District is an authorized self-insured public entity for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation insurance and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the District's performance of this Agreement.

University is an authorized self-insured public entity for purposes of Automobile Liability, General Liability, and Workers' Compensation insurance and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the University's performance of this Agreement.



7. Amendment

This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing.

8. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

9. Entire Agreement

This Agreement is the entire agreement between the Parties. No other agreements between the Parties, oral or written, have been entered into with respect to the subject matter of this Agreement.

10. Independent Entities

This Agreement is by and between three independent parties and is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association.

11. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Severability

Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall continue in full force.

13. Notices

Notices, requests, and other communications required or contemplated under this Agreement shall be sent to the Parties by electronic mail and first class mail, at the addresses set forth below. The addresses for delivery of notice may be changed by either Party by providing written notice to the other Party in accordance with this section.

Any notice to the CCEE shall be made to each of the following individuals:

Aida Molina  
c/o Erika Barragan  
California Collaborative for Educational Excellence  
47-110 Calhoun Street  
Indio, CA 92201  
amolina@ccee-ca.org

Brooks Allen  
Marin County Office of Education  
1111 Las Gallinas Avenue  
San Rafael, CA 94903  
ballen@marinschools.org

Any notice to the District shall be made to the following individual:

Michael B. Matsuda  
Anaheim Union High School District  
501 North Crescent Way  
Anaheim, CA 92801  
matsuda\_m@auhsd.us

Any notice to the University shall be made to the following individual:

Sergio Rodriguez  
California State University,  
Fullerton 2600 Nutwood Ave. Suite  
300 Fullerton, CA 92831  
serodriguez@fullerton.edu

14. Nondiscrimination

The University shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or any other characteristic protected by law, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

15. Use of Name

Neither Party will use any name, logo, trademark or other designation of the other Party or any of its affiliates for any purpose, including without limitation in any marketing, advertising or publicity materials, without such Party's prior written consent.

16. Authority

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**IN WITNESS WHEREOF**, the parties to this Agreement have duly executed it on the day and year set forth below:

**CALIFORNIA COLLABORATIVE FOR EDUCATIONAL EXCELLENCE**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**MARIN COUNTY SUPERINTENDENT OF SCHOOLS, AS FISCAL AGENT**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY, FULLERTON**

Signed: Sergio D. Rodriguez \_\_\_\_\_ Date: 07/12/2018 \_\_\_\_\_

Print Name and Title: Sergio Rodriguez, Contracts Operations Manager

## AGREEMENT FOR SPECIAL SERVICES

### I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of August, 2018, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District."

### II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

This Agreement does not supersede or replace the February 13, 2015 Agreement for Special Services between the Law Firm and the District as described in the District's June 7, 2016 correspondence. The Law Firm will continue to bill at those rates as described in said correspondence through June 30, 2020. During the term of this Agreement, all other work related to Human Resources performed by the Law Firm will be billed at the rates listed below.

### III. TERMS AND CONDITIONS

A. The term of this Agreement shall be August 1, 2018, through June 30, 2020. For the period August 1, 2018, through June 30, 2020, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$280.00
Partners/Senior Counsel	\$250.00
Senior Associates	\$230.00
Associates	\$225.00
Electronic Technology Litigation Specialist	\$225.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$160.00
Paralegals/Legal Assistants	\$155.00



The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### **IV. SPECIALIZED LEGAL SERVICES**

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates

higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

**V. RELATED POST-INVESTIGATION SERVICES**

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

**VI. CONSENT TO JOINT REPRESENTATION**

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

**VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this

Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

**VIII. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

**IX. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

**X. DURATION**

This Agreement shall be effective August 1, 2018, through June 30, 2020, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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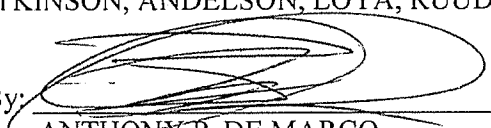
XI. EXECUTION DATE

This Agreement is entered into this 12th day of July, 2018.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 7/2/18

By:   
\_\_\_\_\_  
ANTHONY P. DE MARCO

“District”

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Students**

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1) The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

## Legal Reference:

## EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

## GOVERNMENT CODE

8310.3 California Religious Freedom Act

**PENAL CODE**

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

**UNITED STATES CODE, TITLE 20**

1232g Family Educational Rights and Privacy Act

**COURT DECISIONS**

Plyler v. Doe, 457 U.S. 202 (1982)

**Management Resources:**

**CSBA PUBLICATIONS**

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

**WEB SITES**

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:

<http://locator.ice.gov/odls>

**Students**

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)



As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response.
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records.
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
  - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
  - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall

- consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
- c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
  9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
    - a. A list or copy of the officer's credentials and contact information.
    - b. The identity of all school personnel who communicated with the officer.
    - c. Details of the officer's request.
    - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge.
    - e. District staff's response to the officer's request.
    - f. Any further action taken by the officer.
    - g. A photo or copy of any documents presented by the officer.
  10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the

California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

#### Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

## AGREEMENT FOR TAXING ENTITY COMPENSATION

This Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of \_\_\_\_\_, 2018, is entered into by and among the following public agencies:

(1) City of Fullerton, a California municipal corporation (“**City**”); and

The following public agencies, collectively referred to as the (“**Taxing Entities**”):

(2) Fullerton Union High School District, a California school district (“**FUHSD**”), on behalf of the Fullerton Union High General Fund (“**FUHGF**”);

(3) Fullerton School District, a California school district (“**FSD**”), on behalf of the Fullerton Elementary General Fund (“**FEGF**”)

(4) North Orange County Community College District, a California community college district (“**NOCCCD**”), on behalf of the North Orange County Community College District General Fund (“**NOCCCGF**”);

(5) Placentia Yorba Linda Unified School District, a California school district (“**PYLUSD**”), on behalf of the Placentia Yorba Linda Unified School District General Fund (“**PYLUGF**”);

(6) County of Orange, a political subdivision of the State of California (“**OC**” or “**County**”), on behalf of the Orange County General Fund (“**OCGF**”), Orange County Educational Revenue Augmentation Fund (“**ERAF**”), Orange County Sanitation#2 Operating (“**OCSO**”), Orange County Harbors Beaches & Parks CSA 26 (“**OCHBPC**”);

(7) Orange County Flood Control District, a California special district (“**OCFCD**”);

(8) Orange County Department of Education, a California school entity (“**OCDOE**”), on behalf of the Orange County Department of Education General Fund (“**OCDEGF**”);

(9) Orange County Water District, a California special district (“**OCWD**”), on behalf of the Orange County Water District- Water Reserve (“**OCWDWR**”);

(10) Orange County Transit Authority, a California special district (“**OCTA**”);

(11) Orange County Vector Control District, a California special district (“**OCVCD**”);

(12) Orange County Cemetery District, a California special district (“**OCCD**”), on behalf of the Orange County Cemetery District Fund-General (“**OCCFG**”);

(13) Anaheim Elementary School District, a California school district (“**AESD**”), on behalf of the Anaheim Elementary General Fund (“**AEGF**”); and

(14) Anaheim Union High School District, a California school district (“**AUHSD**”), on behalf of the Anaheim Union High General Fund (“**AUHGF**”);

All of the above are collectively referred to herein as the (“Parties”).

## RECITALS

A. Pursuant to Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature (“**ABx1 26**”) and the California Supreme Court’s decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4<sup>th</sup> 231, effective February 1, 2012, the Fullerton Redevelopment Agency (“**Redevelopment Agency**” or “**RDA**”) was dissolved, and pursuant to Health & Safety Code Section 34173 as amended by Assembly Bill 1484 (“**AB 1484**”), the Fullerton Successor Agency became the successor-in-interest by operation of law to the Redevelopment Agency (the “**Successor Agency**”). ABx1 26, AB 1484, and any and all other statutes enacted as part of Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code are collectively referred to as the “**Dissolution Law.**”

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“**LRPMP**”) that addresses disposition of the real property formerly owned by the Fullerton Redevelopment Agency.

C. On December 3, 2015, a revised LRPMP was approved by Resolution of the Oversight Board to the Successor Agency (the “**Oversight Board**”), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the Taxing Entities, as specified.

D. On December 22, 2015, the State Department of Finance (“**DOF**”) approved the revised LRPMP.

E. This Agreement is negotiated and entered into by the Parties pursuant to the LRPMP as approved by the DOF. As such, this Agreement relates to the disposition and use of former RDA real property assets governed by the LRPMP and shall control the distribution to the Taxing Entities of proceeds received by the City for the disposition and use of the former RDA real property assets identified in the LRPMP for use or liquidation, in accordance with Health and Safety Code Section 34191.5(c)(2)(A)(iii). To the extent there may be a conflict between any provision of law and the terms and conditions of this Agreement, this Agreement shall control pursuant to Health and Safety Code section 34191.3.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base (“**Tax Base**”) for property located within the redevelopment project areas formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base. The governing board of the County is authorized to execute this Agreement on behalf of such special districts and funds governed and administered by the County and shall cause any

Net Unrestricted Proceeds (as defined below) to be distributed to those special districts and funds, as applicable, including but not limited to the Orange County ERAF, any Orange County General Funds, and Orange County Flood Control District. The governing board of any other Taxing Entity (other than the County) is authorized to execute this Agreement on behalf of such Taxing Entity's special districts and funds governed and administered by that Taxing Entity, and the governing board of that Taxing Entity shall cause any Net Unrestricted Proceeds (as defined below) to be distributed to that Taxing Entity's special districts and funds, as applicable.

3. Parcels to be Conveyed to City for Future Development Consistent with LRPMP. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), certain parcels formerly owned by the Redevelopment Agency shall be transferred by the Successor Agency to the City for future development, which parcels are listed in Exhibit "A" attached hereto and incorporated by reference (collectively referred to herein as the "**Development Property**").

4. Parcels to be Conveyed to Public Agencies for Governmental Uses. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), that certain parcels formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for continued governmental uses, which parcels are listed in Exhibit "B" attached hereto and incorporated by reference (collectively referred to herein as the "**Governmental Use Property**"). No compensation will be paid to the City or to the Taxing Entities in connection with the transfers of these parcels for continued governmental uses, as approved by the DOF in the LRPMP.

5. Covenant to Distribute Specified Proceeds to Taxing Entities Upon Sale of Development Property. The City agrees that, consistent with the LRPMP approved by DOF, the City shall remit Net Unrestricted Proceeds to the Orange County Auditor-Controller's Office ("**Auditor-Controller**") for distribution to the Taxing Entities. "**Net Unrestricted Proceeds**" shall mean the proceeds of sale received by the City for the sale of the Development Property, less: (i) costs incurred by City for expenses in connection with the management and disposition of the Development Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing costs, survey, title insurance, attorneys' and consultants' fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Development Property, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Development Property.

6. Sale Procedures and Proceeds; Distribution to Taxing Entities. Upon the subsequent conveyance of the Development Property from the City to any private (non-public agency) third party, the City shall remit to the Auditor-Controller the Net Unrestricted Proceeds (if any) received by the City from the conveyance of the Development Property within 30 days after receipt by the City. The Auditor-Controller thereafter shall have the obligation to distribute to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Tax Base (pursuant to Health and Safety Code Section 34188 or other applicable law) the Net Unrestricted Proceeds remitted to the Auditor-Controller by the City pursuant to this Agreement. The Parties acknowledge and agree that City is obligated to convey the Development Property consistent with the LRPMP and terms and conditions governing the disposition of the Development Property by and between the purchaser of the parcels that comprise the Development Property. The Parties

further acknowledge and agree that, due to the encumbrances and restrictions attached to and running with the Development Property, the value of the Development Property (or any portion thereof) shall be the amount of money the City receives for the conveyance of the Development Property (or any portion thereof) at the time of that conveyance to a private (non-public agency) third party, and such value shall be used to determine the Net Unrestricted Proceeds to be remitted to the Auditor-Controller pursuant to this Agreement.

7. Reservation of Rights If Change In Law or DOF Policy. Pursuant to Health and Safety Code Sections 34191.3 and 34191.5, once a Long-Range Property Management Plan has been approved by DOF, it supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property. If a court order, legislation, or DOF policy reverses the requirement to enter into this Agreement, the Parties acknowledge that the Parties shall have no obligation to continue to comply with this Agreement, and in such event, this Agreement shall terminate without the need for any further action from the Taxing Entities. Notwithstanding the foregoing, the City agrees that it shall comply with the LRPMP, as approved by DOF, and make a payment of Net Unrestricted Proceeds (if any) to the Taxing Entities pursuant to this Agreement, and any change in the law or DOF policy reversing the requirement to enter into this Agreement shall not affect the distribution of Net Unrestricted Proceeds (if any) received by the Taxing Entities for any sale of Development Properties that occurred prior to any termination of this Agreement.

8. Miscellaneous Provisions.

8.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. In addition to any other method of delivery agreed upon between respective Parties, all such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) Electronic mail (e-mail) or facsimile, in which case notice shall be deemed delivered on the next business day after confirmation that the intended recipient received the notice via e-mail or facsimile; (iii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iv) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

8.4 Entire Agreement. This Agreement, including exhibits attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5 Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party charged with or claimed to have waived any such provision.

8.6 Amendment. This Agreement may be amended or modified, in whole or in part, only in writing and only if signed by the Party or Parties to be bound by the amendment or modification.

8.7 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.8 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.9 Parties Not Co-Venturers; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

8.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by e-mail attachment or facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

*SIGNATURES ON FOLLOWING PAGES*



IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

**CITY OF FULLERTON, a California municipal corporation**

By: \_\_\_\_\_

Name: Doug Chaffee

Title: Mayor, City of Fullerton

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Address for Notices:

To City Hall:

City of Fullerton  
303 W Commonwealth Ave.  
Fullerton, CA 92832  
Attention: City Manager

with a copy to:

Rutan & Tucker, LLP  
611 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626  
Attention: William H. Ihrke, Esq.

**FULLERTON SCHOOL DISTRICT, a California school district, on behalf of the  
FULLERTON ELEMENTARY GENERAL FUND**

By: \_\_\_\_\_

Name: Hilda Sugarman

Title: President, Fullerton School District Board of Trustees

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, California 92833  
(714) 447-7400

**FULLERTON UNION HIGH SCHOOL DISTRICT, a California school district, on behalf  
of the FULLERTON UNION HIGH GENERAL FUND**

By: \_\_\_\_\_

Name: Andy Montoya

Title: President, Fullerton Joint Union High School District Board of Trustees

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Fullerton Joint Union High School District  
1051 West Bastanchury Road  
Fullerton, California 92833  
(714) 870-2800

**COUNTY OF ORANGE, a political subdivision of the State of California, on behalf of the Orange County General Fund, Orange County Educational Revenue Augmentation Fund, Orange County Sanitation#2 Operating, Orange County Harbors Beaches & Parks CSA 26**

By: \_\_\_\_\_

Name: Shari L. Freidenrich, on behalf of Orange County Auditor-Controller Eric H. Woolery

Title: Orange County Treasurer-Tax Collector

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California  
community college district, on behalf of the North Orange County Community College  
District General Fund**

By: \_\_\_\_\_

Name: Molly McClanahan

Title: President, North Orange County Community College Board of Trustees

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

North Orange County Community College District  
1830 W. Romneya Drive  
Anaheim, CA 92801-1819  
Phone: (714) 808-4500

**PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT, a California school district, on behalf of the Placentia Yorba Linda Unified School District General Fund**

By: \_\_\_\_\_

Name: Karin Freeman

Title: President, Placentia Yorba Linda Unified School District Board of Education

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Placentia-Yorba Linda Unified Board of Education  
1301 E. Orangethorpe Ave.  
Placentia, CA 92870  
(714) 985-8400

**ORANGE COUNTY FLOOD CONTROL DISTRICT, a California special district**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair, Orange County Board of Supervisors

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

**ORANGE COUNTY DEPARTMENT OF EDUCATION, a California school entity, on behalf of the Orange County Department of Education General Fund**

By: \_\_\_\_\_

Name: Linda Lindholm,

Title: President, Orange County Department of Education

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Orange County Department of Education (OCDE)  
200 Kalmus Drive  
Costa Mesa, CA 92628  
Phone: 714-966-4012  
Fax: 714-432-1916  
E-mail: ocbe@ocde.us



**ORANGE COUNTY WATER DISTRICT a California special district, on behalf of the  
Orange County Water District- Water Reserve**

By: \_\_\_\_\_

Name: Joseph P. Pradetto

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Counsel

Address for Notices:

**ORANGE COUNTY TRANSIT AUTHORITY, a California special district**

By: \_\_\_\_\_

Name: Joseph P. Pradetto

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

**ORANGE COUNTY VECTOR CONTROL DISTRICT, a California special district**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Counsel

Address for Notices:

**ORANGE COUNTY CEMETERY DISTRICT, a California special district, on behalf of  
the Orange County Cemetery District Fund-General**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

**ANAHEIM ELEMENTARY SCHOOL DISTRICT, a California school district, on behalf of the Anaheim Elementary General Fund**

By: \_\_\_\_\_

Name: Ryan A. Ruelas OR Linda Wagner, Ed.D., Superintendent, Anaheim Elementary School District

Title: President, Anaheim Elementary School District Board of Education

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Counsel

Address for Notices:

Anaheim Elementary School District  
1001 S. East St.  
Anaheim, CA 92805  
Phone (714) 517-7500

**ANAHEIM UNION HIGH SCHOOL DISTRICT, a California school district, on behalf of  
the Anaheim Union High General Fund**

By: \_\_\_\_\_

Name: Al Jabbar

Title: President, Anaheim Union High School District Board of Trustees

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Counsel

Address for Notices:

Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
(714) 999-3511

**EXHIBIT "A"**

**DEVELOPMENT PROPERTY**

<b>Asset No. per LRPMP</b>	<b>Address/Description</b>	<b>APN</b>
Asset #2	Fox Block Theatre Complex	029-033-20 029-033-21 combined to 029-033-39
Asset #3	Fox Block Peck Parking Structure Site	029-033-09 029-033-10 029-033-27 029-033-28 029-033-35
Asset #4	Fox Block Public Parking Lot	029-033-03 029-033-04 029-033-05 029-033-06
Asset #8	Amerige Court Site	032-232-13 032-232-29 032-234-28
Asset #14	Fullerton Transportation Center	033-030-14 033-030-17 033-030-18 033-031-23 033-031-24 033-031-26 033-031-29 033-031-37 033-031-39 033-031-40 033-031-27 033-032-23 033-030-19

**EXHIBIT "B"**

**GOVERNMENTAL USE PROPERTY**

<b>Asset No. per LRPMP</b>	<b>Address/Description</b>	<b>APN</b>
Asset #1	Costco / AMC Theatre Parking Lot	073-060-16 073-060-25
Asset #5	Police Station Parking Lot	032-233-15 032-233-16 032-233-17 032-233-24 032-233-26
Asset #6	Independence Park / Union Pacific Park Trail	031-150-48 032-091-13 032-091-17 032-171-37 032-171-38 032-251-40 032-251-48
Asset #7	City Hall Parking	032-152-30
Asset #9	Santa Fe Avenue (north side between Harbor and Malden) Public Parking	032-242-15 032-242-16 032-242-17
Asset #10	SOCO West Parking Structure	032-243-20
Asset #11	Union Pacific Park	032-251-29 032-251-30 032-251-36 032-251-37 032-251-46
Asset #12	Plummer Public Parking Structure	033-013-23
Asset #13	Museum Plaza Park	033-012-13
Asset #15	Street Right-of-Ways	032-224-36 032-224-37 073-060-44



**Declaring Certain Supplies as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

Quantity	Description
11	Headsets
58	Keyboard
1	MicroFlim
6	Mis.Wires
23	Mice

**Declaring Certain Equipment as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

Quantity	Description
7	AV Cart
5	Book Shelf
1	Bookcase
1	Camcorder
1	Cart
6	Cassette
70	Chair
157	Computer
1	Copier
16	Desk
9	Document Camera
8	DVD Player
2	Electric Sign
1	Ethernet Hub
50	File Cabinet
1	Floor Machine
1	Hard Drive
1	Laptop
101	Monitors
2	Pencil Sharpener
25	Printers
31	Projectors
45	Quizdoms
1	Receiver
2	Refrigerator
1	Salad Bar
2	Scanner
3	Shelving
6	SmartBoard
2	Stool
36	Tables

**Declaring Certain Equipment as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

Quantity	Description
9	Television
65	Turning Point Responder
2	VCR
7	Video Recorder
1	Visual Presenter

**Declaring Certain Books as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

**EXHIBIT A A**

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
<b>Various Art</b>					
Art Talk	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Biology</b>					
AGS Biology	8	Outdated	Fair	Obsolete	No To Be Sold
Biology	11	Outdated	Fair	Obsolete	No To Be Sold
Biology TE	2	Outdated	Fair	Obsolete	No To Be Sold
Chemistry	69	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Computer</b>					
Computer	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Dictionary</b>					
Dictionary	58	Outdated	Fair	Obsolete	No To Be Sold
Longman Dictionary	20	Outdated	Fair	Obsolete	No To Be Sold
Spanish / English Dictionary	23	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Economics</b>					
Economics	11	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Encyclopedia</b>					
World Book Encyclopedia	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Various English</b>					
English Workshop	53	Outdated	Fair	Obsolete	No To Be Sold
<b>Various French</b>					
Bien Dit Level 1	45	Outdated	Fair	Obsolete	No To Be Sold
Exploring French	38	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Government</b>					
US Government	4	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Grammar</b>					
Grammar for Writing	32	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Health</b>					
Decisions For Health	17	Outdated	Fair	Obsolete	No To Be Sold
Discover Health	23	Outdated	Fair	Obsolete	No To Be Sold
Glenco Health	173	Outdated	Fair	Obsolete	No To Be Sold
Glenco Health Teacher	3	Outdated	Fair	Obsolete	No To Be Sold
<b>Various History</b>					
America	18	Outdated	Fair	Obsolete	No To Be Sold
America TE	1	Outdated	Fair	Obsolete	No To Be Sold

**BOT 7/12/2018**

**Declaring Certain Books as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
American Journey	9	Outdated	Fair	Obsolete	No To Be Sold
American Pageant	1	Outdated	Fair	Obsolete	No To Be Sold
American Spirit	57	Outdated	Fair	Obsolete	No To Be Sold
Excellence in US History	33	Outdated	Fair	Obsolete	No To Be Sold
Interp. American History	18	Outdated	Fair	Obsolete	No To Be Sold
Medieval And Early	22	Outdated	Fair	Obsolete	No To Be Sold
Modern World History	143	Outdated	Fair	Obsolete	No To Be Sold
Old Hate New Hope	22	Outdated	Fair	Obsolete	No To Be Sold
Reconstruction and Freedom	23	Outdated	Fair	Obsolete	No To Be Sold
Secession Crisis	31	Outdated	Fair	Obsolete	No To Be Sold
The American Experience	39	Outdated	Fair	Obsolete	No To Be Sold
The Americans	2	Outdated	Fair	Obsolete	No To Be Sold
World History	10	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Korean</b>					
Korean 1	247	Outdated	Fair	Obsolete	No To Be Sold
Korean 2	139	Outdated	Fair	Obsolete	No To Be Sold
Korean Through English	44	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Language</b>					
Inside Language Literacy	9	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Library</b>					
Library Books	876	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Literature</b>					
American Literature	16	Outdated	Fair	Obsolete	No To Be Sold
Elements of Literature	203	Outdated	Fair	Obsolete	No To Be Sold
Exploring Literature	21	Outdated	Fair	Obsolete	No To Be Sold
Holt Literature & Language	40	Outdated	Fair	Obsolete	No To Be Sold
Literature	3	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Literature	44	Outdated	Fair	Obsolete	No To Be Sold
The Language of Literature	40	Outdated	Fair	Obsolete	No To Be Sold
Timeless Voices	29	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Math</b>					
Algebra	9	Outdated	Fair	Obsolete	No To Be Sold
Algebra 1	6	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2	10	Outdated	Fair	Obsolete	No To Be Sold

**Declaring Certain Books as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
Calculus	44	Outdated	Fair	Obsolete	No To Be Sold
California Mathematics	2	Outdated	Fair	Obsolete	No To Be Sold
Geometry	5	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math	213	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 2	350	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 2 Tchr Assmt	6	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 2 Tchr Guide	7	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 3	66	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math I	532	Outdated	Fair	Obsolete	No To Be Sold
Math	54	Outdated	Fair	Obsolete	No To Be Sold
Trigonometry	2	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Novels</b>					
Novels	6	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Physics</b>					
Physics	6	Outdated	Fair	Obsolete	No To Be Sold
<b>Various Reading</b>					
Caught Reading	4	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 1	4	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 2	8	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 3	6	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 4	5	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 5	7	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 6	7	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading 7	8	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading Plus	10	Outdated	Fair	Obsolete	No To Be Sold
Caught Reading TE	7	Outdated	Fair	Obsolete	No To Be Sold
Close Reader 7	525	Outdated	Fair	Obsolete	No To Be Sold
Close Reader 8	586	Outdated	Fair	Obsolete	No To Be Sold
Collections 7 National Edition	1346	Current	New	Vendor Error	No To Be Sold
Collections 8 National Edition	1391	Current	New	Vendor Error	No To Be Sold
Explore the United States	29	Outdated	Fair	Obsolete	No To Be Sold
Reading and Note	2	Outdated	Fair	Obsolete	No To Be Sold
Realidades 1	2	Outdated	Fair	Obsolete	No To Be Sold
Realidades 1 TE	1	Outdated	Fair	Obsolete	No To Be Sold

**Declaring Certain Books as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
Realidades 2	4	Outdated	Fair	Obsolete	No To Be Sold
Realidades 3	3	Outdated	Fair	Obsolete	No To Be Sold
Skills For Ind. Living	18	Outdated	Fair	Obsolete	No To Be Sold
Skills For Ind. Living TE	1	Outdated	Fair	Obsolete	No To Be Sold
<b><i>Various Science</i></b>					
Earth Science	309	Outdated	Fair	Obsolete	No To Be Sold
Focus on Life Science	19	Outdated	Fair	Obsolete	No To Be Sold
Focus on Physical Science	2	Outdated	Fair	Obsolete	No To Be Sold
Holt Science	20	Outdated	Fair	Obsolete	No To Be Sold
Holt Science Skills Workbook	120	Outdated	Fair	Obsolete	No To Be Sold
Lab. Manual	1	Outdated	Fair	Obsolete	No To Be Sold
Lab. Manual TE	1	Outdated	Fair	Obsolete	No To Be Sold
Life Science	20	Outdated	Fair	Obsolete	No To Be Sold
Life Science Mis.	21	Outdated	Fair	Obsolete	No To Be Sold
Life Science TE	3	Outdated	Fair	Obsolete	No To Be Sold
Physical Planner	2	Outdated	Fair	Obsolete	No To Be Sold
Physical Science	31	Outdated	Fair	Obsolete	No To Be Sold
Physical Science TE	4	Outdated	Fair	Obsolete	No To Be Sold
Science	89	Outdated	Fair	Obsolete	No To Be Sold
Science Spectrum	3	Outdated	Fair	Obsolete	No To Be Sold
Science Tech	2	Outdated	Fair	Obsolete	No To Be Sold
<b><i>Various Spanish</i></b>					
Avancemos 1	76	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	47	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2 TE	2	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 3	38	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 3 TE	1	Outdated	Fair	Obsolete	No To Be Sold
Avancemos TE	1	Outdated	Fair	Obsolete	No To Be Sold
Conexiones	45	Outdated	Fair	Obsolete	No To Be Sold
Nuevas Vistas	1	Outdated	Fair	Obsolete	No To Be Sold
Reflexiones Introduccion	9	Outdated	Fair	Obsolete	No To Be Sold
Temas	2	Outdated	Fair	Obsolete	No To Be Sold
<b><i>Various Thesaurus</i></b>					
Thesaurus	46	Outdated	Fair	Obsolete	No To Be Sold



**DONATIONS**

**EXHIBIT B B**

**July 12, 2018**

Location

Donated By

Item

AUHSD

Disneyland

Various Furniture



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/12/2018

FROM 05/30/2018 TO 06/28/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L64R1684	5 DOLLAR SCHOOL TEES	247.83	247.83	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
L64X0459	A AND C URGENT CARE	3,450.00	1,725.00 1,725.00	0104104072 5810 0105105072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF CLASS HR/GENL ADM / NON-INSTRUCTIONAL
L64C0171	A LINE INC	1,550.00	1,150.00 400.00	0128235081 5610 0131235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES BR/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
L64T0594	ACP DIRECT	316.40	316.40	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64T0607	ACUATIVE CORP.	387.84	387.84	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
L64T0609	ADORAMA	8,316.58	1,541.96 6,774.62	0128102210 4310 0128102210 4410	CY/INNOVATION GRANT/INSTR / INSTRUCTIONAL CY/INNOVATION GRANT/INSTR / EQUIPMENT -
L64R1701	ALL AMERICAN TROPHY ENGRAVING	1,191.73	1,191.73	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
L64R1790	AMERICAN ASSOCIATION OF SCHOOL	50.00	50.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
L64R1783	AMERICAN FENCE COMPANY INC	7,265.28	3,400.80 3,864.48	0122220081 5620 0123220081 5620	OPERATIONS - GENERAL / RENTALS/OPERATING OPERATIONS - GENERAL / RENTALS/OPERATING
L64R1784	AMERICAN FENCE COMPANY INC	6,103.32	2,975.76 3,127.56	0137132081 5620 0140132081 5620	SY/GROUNDS/MO / RENTALS/OPERATING LEASES SOUTH/GROUNDS/MO / RENTALS/OPERATING
L64R1782	AMERICAN PSYCHIATRIC ASSOCIATI	25,000.00	25,000.00	0172381731 5810	TITLE I-MC KINNEY VENTO/GUID /
L64R1736	AMERICAN VETERAN LIGHTING INC	2,678.87	1,679.50 999.37	0121231081 4355 0121231081 4410	WESTERN/ELECTRIC/MO / MAINTENANCE WESTERN/ELECTRIC/MO / EQUIPMENT -
L64A0326	ANAHEIM HIGH SCHOOL	7,188.00	7,188.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64R1762	ANAHEIM HIGH SCHOOL	165.00	165.00	0120595027 4320	AN/SHORT STAY VISIT PROG FEE / OTHER
L64X0460	ANAHEIM U.H.S.D.	4,000.00	4,000.00	0172595072 4390	SS/SHORT STAY VISIT PROG FEE / MEETING
L64T0572	APPLE INC	17,055.93	14,793.23 2,262.70	0121000910 4310 0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
L64T0574	APPLE INC	3,837.93	3,837.93	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
L64T0587	APPLE INC	512.37	512.37	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
L64T0588	APPLE INC	812.35	812.35	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /

**EXHIBIT CC**

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L64T0589	APPLE INC	555.94	555.94	0120257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64M0070	AQUATIC FACILITY SERVICES INC	6,400.00	6,400.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
L64R1703	ATTAINMENT CO. INC.	235.65	235.65	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64T0597	ATTAINMENT CO. INC.	545.00	545.00	0147591510 4310	HOPE/GIFTS & GRANTS / INSTRUCTIONAL MATL &
L64R1708	AVID CENTER	795.00	795.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
L64R1789	AVID CENTER	1,590.00	1,590.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
L64R1771	AWARDS BY PAUL	6,758.72	6,758.72	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
L64T0575	B AND H PHOTO VIDEO INC	203.59	203.59	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
L64T0584	B AND H PHOTO VIDEO INC	427.71	427.71	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
L64T0590	B AND H PHOTO VIDEO INC	222.97	222.97	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
L64T0592	B AND H PHOTO VIDEO INC	11,983.91	3,838.00 8,145.91	0117393010 4310 0117393010 4410	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
L64T0593	B AND H PHOTO VIDEO INC	5,042.06	612.40 4,429.66	0117432010 4410 0117432010 6490	CTE INCENTIVE GRANT/INSTR / EQUIPMENT - CTE INCENTIVE GRANT/INSTR / EQUIPMENT -
L64T0599	B AND H PHOTO VIDEO INC	1,321.34	137.17 1,184.17	0128000010 4310 0128000010 4410	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES CY/INSTR / EQUIPMENT - NON-CAPITALIZED
L64T0600	B AND H PHOTO VIDEO INC	418.18	418.18	0128009010 4310	CY/PHOTO/INSTR / INSTRUCTIONAL MATL &
L64T0603	B AND H PHOTO VIDEO INC	1,639.18	1,639.18	0128140027 4320	CY/SCH ADM/SCH.ADM / OTHER OFFICE/MISC
L64T0604	B AND H PHOTO VIDEO INC	798.30	798.30	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64T0608	B AND H PHOTO VIDEO INC	634.65	52.80 581.85	0128102210 4310 0128102210 4410	CY/INNOVATION GRANT/INSTR / INSTRUCTIONAL CY/INNOVATION GRANT/INSTR / EQUIPMENT -
L64R1688	B AND M LAWN AND GARDEN INC	1,283.52	1,283.52	0122000081 4410	MA/MO / EQUIPMENT - NON-CAPITALIZED
L64R1693	B AND M LAWN AND GARDEN INC	1,842.42	1,842.42	0120000081 4410	ANAHEIM/MO / EQUIPMENT - NON-CAPITALIZED
L64R1767	B AND M LAWN AND GARDEN INC	1,745.51	1,745.51	0124028040 4410	LOARA/ATHLET/ANCILLARY / EQUIPMENT -
L64A0349	BALFOUR BEATTY CONSTRUCTION LL	6,378,773.00	6,378,773.00	2427731185 6165	KE/BOND SERIES 2015 - MEAS H / SITE

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L64R1713	BARNES AND NOBLE	318.94	318.94	0127037010 4210	KE/SOC SCI/INSTR / BOOKS AND REFERENCE
L64C0149	BCT ENTERTAINMENT	682.33	682.33	0174402521 5620	ED/COLLEGE READINESS BK GT/IN /
L64R1761	BCT ENTERTAINMENT	153.54	153.54	0120000910 5620	AN/LCFF-CONCENTRATION/INSTR /
L64R1697	BERTRAND'S MUSIC	401.15	401.15	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
L64R1744	BLICK ART MATERIALS LLC	423.75	423.75	0128004010 4310	CY/ENGLISH/INSTR / INSTRUCTIONAL MATL &
L64T0579	BOOK SYSTEMS INC	317.86	317.86	0168001024 4315	GIL SOUTH/MEDIA-LIBRARY /
L64R1749	BSN SPORTS LLC	782.84	782.84	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
L64C0165	BUSWEST LLC	1,044.16	1,044.16	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS
L64R1793	C TECH CONSTRUCTION INC.	540.00	540.00	4520727085 6165	ORANGE/NEIGHBORHOOD DEVE/FAC A / SITE
L64R1796	CABE	575.00	575.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
L64R1692	CALIFORNIANS TOGETHER	829.68	829.68	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
L64R1739	CAROLINA BIOLOGICAL SUPPLY CO.	798.31	798.31	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
L64T0576	CDW GOVERNMENT INC.	1,572.37	1,572.37	0112112072 4410	PURCHASING/GENL ADM / EQUIPMENT -
L64R1795	CENTRAL RESTAURANT PRODUCTS	4,127.84	4,127.84	0117432010 6490	CTE INCENTIVE GRANT/INST / EQUIPMENT -
L64R1698	CHAPMAN UNIVERSITY	400.00	400.00	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
L64R1711	CHROMARK CORP.	738.99	738.99	0140489710 4310	SO/TUPE-COHORT M/INSTR / INSTRUCTIONAL
L64C0175	COSCO FIRE PROTECTION INC	2,081.00	2,081.00	0150230081 4410	ADMIN/GENERAL/MO / EQUIPMENT -
L64C0163	CREATIVE BUS SALES	962.20	962.20	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT /
L64C0121	CULVER NEWLIN	233,277.42	114,440.67	2420731185 4310	ANA/BOND SERIES 2015 - MEAS H /
			118,836.75	2420731185 4410	ANA/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0123	CULVER NEWLIN	70,035.13	47,689.94	2431731185 4310	BR/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			22,345.19	2431731185 4410	BR/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0125	CULVER NEWLIN	110,736.71	59,739.70	2427731185 4310	KE/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			50,997.01	2427731185 4410	KE/BOND SERIES 2015 - MEAS H / EQUIPMENT -

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L64C0126	CULVER NEWLIN	50,360.33	17,165.25	2444731185 4310	LEX/BOND SERIES 2015 - MEAS H /
			33,195.08	2444731185 4410	LEX/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0127	CULVER NEWLIN	103,968.62	59,467.45	2428731185 4310	CYP/BOND SERIES 2015 - MEAS H /
			44,501.17	2428731185 4410	CYP/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0128	CULVER NEWLIN	100,315.76	67,995.33	2437731185 4310	SY/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			32,320.43	2437731185 4410	SY/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0129	CULVER NEWLIN	56,595.37	36,242.21	2440731185 4310	SO/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			20,353.16	2440731185 4410	SO/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0130	CULVER NEWLIN	122,970.56	77,585.72	2425731185 4310	KA/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			45,384.84	2425731185 4410	KA/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0131	CULVER NEWLIN	128,139.10	95,528.82	2423731185 4310	SA/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			32,610.28	2423731185 4410	SA/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64C0177	CULVER NEWLIN	552.11	552.11	2421731185 4310	WE/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
L64R1764	CULVER NEWLIN	2,745.47	2,745.47	0131381110 4310	TITLE I - PARENTING / INSTRUCTIONAL MAIL &
L64R1775	CULVER NEWLIN	3,542.82	1,283.30	0117400021 4320	ED/MANDATED 1-TIME FUNDS/INS S / OTHER
			2,259.52	0117400021 4410	ED/MANDATED 1-TIME FUNDS/INS S / EQUIPMENT
L64R1777	CULVER NEWLIN	428.63	428.63	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
L64T0601	CYPRESS COLLEGE	3,410.00	3,410.00	0117402510 5880	IS/COLLEGE READINESS/INSTR / OTHER
L64A0327	CYPRESS HIGH SCHOOL	7,188.00	7,188.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64R1752	CYPRESS HIGH SCHOOL	1,600.00	1,600.00	0153000910 4390	SP PR/LCFF-SUPPLEMENTAL / MEETING EXPENSE -
L64R1717	DEPARTMENT OF GENERAL SERVICES	100.00	100.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
L64R1791	DEPARTMENT OF GENERAL SERVICES	815.00	815.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
L64R1798	DEPARTMENT OF GENERAL SERVICES	65.00	65.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
L64A0324	DOERSCHEL, DARREN P	27,000.00	27,000.00	0110400581 5610	M&O/ONE-TIME FUNDING (2017-18) /
L64R1742	EDUCATIONAL INNOVATIONS INC	601.77	601.77	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
L64X0462	EDUCATIONAL TESTING SERVICE	50,000.00	50,000.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MAIL &

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L64R1710	EMBASSY CONSULTING SERVICES LL	119.00	119.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
L64A0346	ERICKSON HALL CONSTRUCTION CO	67,684.00	48,224.85 19,459.15	2423731185 6271 2442731185 6271	SA/BOND SERIES 2015 - MEAS H / OX/BOND SERIES 2015 - MEAS H /
L64A0347	ERICKSON HALL CONSTRUCTION CO	5,369,050.80	5,369,050.80	2423731185 6165	SA/BOND SERIES 2015 - MEAS H / SITE
L64A0348	ERICKSON HALL CONSTRUCTION CO	9,175,771.00	9,175,771.00	2442731185 6270	OX/BOND SERIES 2015 - MEAS H / MAIN BUILDING
L64T0606	EVREX CORPORATION	975.00	975.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
L64R1751	EXTENDED STAY AMERICA INC	3,807.76	3,807.76	0113113036 5210	TRANS/REG-ED/TRANSPORTATION / TRAVEL AND
L64R1758	EXTENDED STAY AMERICA INC	5,567.70	5,567.70	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
L64R1743	FAMILY DEVELOPMENT RESOURCES	445.64	445.64	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
L64R1780	FHEG CYPRESS COLLEGE BOOKSTORE	2,375.88	2,375.88	0117402510 4210	IS/COLLEGE READINESS/INSTR / BOOKS AND
L64T0598	FILEMAKER PRO ADVISOR	39.00	39.00	0123008010 5610	SA/VOC MUSIC/INSTR / REPAIRS/MAINT - O/S
L64A0337	FINNAMEX LANDSCAPE	199,200.00	199,200.00	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
L64R1738	FISHER SCIENCE EDUCATION	217.44	217.44	0123030010 4310	SAVANNA/BIOLOGY/INSTRUCTIONAL /
L64R1699	FOLLETT SCHOOL SOLUTIONS INC.	2,698.11	2,698.11	0123000910 4210	SA/LCFF-CONCENTRATION/INSTR / BOOKS AND
L64T0577	FOLLETT SCHOOL SOLUTIONS INC.	179.99	179.99	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
L64R1779	FRANK, CAROLYN	190.38	190.38	0123177072 5230	RISK MANAGEMENT/GEN ADMIN /
L64R1704	FUN AND FUNCTION LLC	225.12	225.12	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64X0458	GATEWAY MEDICAL CENTER	1,500.00	750.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
L64R1728	GAWRONSKI, COLIN	157.76	157.76	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL
L64A0328	GILBERT HIGH SCHOOL	599.00	599.00	0138177072 5230	RISK MANAGEMENT/GENERAL ADMIN /
L64R1772	GRAINGER	226.28	226.28	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64C0167	HAULAWAY STORAGE CONTAINERS IN	1,110.00	1,110.00	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64R1729	HOUGHTON MIFFLIN HARCOURT	406.71	406.71	4520727085 4410	ORANGE/NEIGHBORHOOD DEVE/FAC A /
				0125252011 4310	KAMILD MODERATE/SE SEP CL/NSE /

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L64R1730	HOUGHTON MIFFLIN HARCOURT	406.71	203.35	0137252011 4310	SY/MILD MODERATE/SE SEP CL/NS /
			203.36	0137261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
L64R1687	IDENTICARD SYSTEMS WORLDWIDE I	128.61	128.61	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
L64R1695	IDENTICARD SYSTEMS WORLDWIDE I	849.05	849.05	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
L64R1745	INSPECTION RESOURCES	1,850.00	1,850.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
L64R1733	INTELESYSONE INC.	412.60	412.60	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64C0172	J E HALLIDAY SALES INC	24,945.36	24,945.36	0102102172 6490	SUPT/DISTRICT BRANDING/OTR ADM / EQUIPMENT
L64R1787	JENSEN, JACK	265.00	265.00	0172913031 4320	SS/ST JOSEPH HEALTH GRANT/GUID / OTHER
L64R1770	JM AND J CONTRACTORS	3,800.00	3,800.00	2528710085 6221	CY/DEV FEES/ACQ / BUILDING PORTABLE
L64R1706	JOURNEYWORKS PUBLISHING	1,483.31	1,483.31	0172489710 4310	SS/TUPE-COHORT M, TIER 2/INSTR /
L64A0329	KATELLA HIGH SCHOOL	4,792.00	4,792.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64A0330	KENNEDY HIGH SCHOOL	8,386.00	8,386.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64R1715	KENNEDY HIGH SCHOOL	1,280.00	1,280.00	0117908510 4390	ED/ANAHEIM COLLABORATIVE/INSTR / MEETING
L64R1750	KUSTOM IMPRINTS	322.18	322.18	0172172039 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
L64R1689	KYA SERVICES	372.07	372.07	0110233081 4355	MAINTENANCE/FLOOR/MO / MAINTENANCE
L64R1763	LANGUAGE TESTING INTERNATIONAL	280.00	280.00	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
L64R1765	LANGUAGE TESTING INTERNATIONAL	20.00	20.00	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
L64A0336	LAW OFFICES OF MAUREEN GRAVES	6,500.00	6,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
L64R1720	LIBERTY PAPER	19,233.38	19,233.38	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64A0331	LOARA ASB	7,787.00	7,787.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64A0332	MAGNOLIA HIGH SCHOOL	5,391.00	5,391.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
L64R1700	MC GRAW HILL EDUCATION INC.	2,489.03	2,489.03	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
L64R1686	MD INSTALLATIONS INT'L INC.	240.00	240.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
L64C0120	MIKE BROWN GRANDSTANDS INC	1,800.00	1,800.00	0120159510 5620	ANAHEIM HI/ACCOUNTS RECEIVABLE /

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L64A0325	MIKVA CHALLENGE GRANT FOUNDATI	80,000.00	80,000.00	0117400510 5810	ED/ONE-TIME FUNDING (2017-18) /
L64A0339	MINDKIND INSTITUTE LLC	48,000.00	10,000.00	0104911072 5810	HR/WEELLNESS PROGRAM/ADMIN /
			38,000.00	0164400521 5810	PD/ONE-TIME FUNDING (2017-18) /
L64R1732	MUSIC AND ARTS CENTERS	669.19	114.65	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
			554.54	0128008010 4410	CY/VOC MUSIC/INSTR / EQUIPMENT -
L64T0595	MY PAYMENT NETWORK	500.00	500.00	0108400510 5610	EIT/ONE-TIME FUNDING (2017-18) / REPAIRS/MAINT
L64T0578	N2Y LLC	763.44	763.44	0124252011 5880	LO/MILD MODERATE/SE SEP CL/NSE / OTHER
L64C0169	O.C.A.D.A.	2,424.38	2,424.38	0115115010 5880	EDUCATION/INSTR / OTHER OPERATING
L64A0345	OC HUMAN RELATIONS COUNCIL	140,000.00	140,000.00	0172000810 5805	SAFE SCHL/LCFF/INSTR / INSTRUCTIONAL PROF
L64R1714	OCDE	150.00	150.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
L64R1773	OFFICE DEPOT	642.18	642.18	0172489710 4410	SS/TUPE-COHORT M, TIER 2/INSTR / EQUIPMENT -
L64A0343	OLIVE CREST ACADEMY	13,098.26	13,098.26	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64A0344	OLIVE CREST ACADEMY	2,219.90	2,219.90	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64R1273	ORANGE COUNTY REGISTER	1,504.20	1,504.20	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
L64R1726	ORANGE COUNTY REGISTER	269.32	269.32	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
L64R1741	ORANGE COUNTY REGISTER	1,177.32	1,177.32	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
L64R1759	ORANGE COUNTY REGISTER	5,399.52	5,399.52	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
L64R1760	ORANGE COUNTY REGISTER	5,454.00	5,454.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
L64R1788	ORANGE COUNTY TRANSIT AUTHORIT	1,500.00	1,500.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCL / OTHER
L64A0333	OXFORD ACADEMY	7,188.00	7,188.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCL / OTHER
L64R1746	P2S ENGINEERING INC	7,500.00	7,500.00	0113113036 5810	TRANS/REG-ED/TRANSPORTATION /
L64A0338	PARKER AND COVERT LLP	10,000.00	10,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
L64T0580	PATHWAY COMMUNICATIONS LTD	2,564.02	2,564.02	0138381010 4410	BALL/ECIA/INSTR / EQUIPMENT -
L64T0586	PAXTON PATTERSON	7,800.00	5,400.00	0153000910 6490	SP PR/LCFF-SUPPLEMENTAL / EQUIPMENT - OTHER
			2,400.00	0153000921 5210	SP PROG/LCFF (EIA)/SUPRV INSTR / TRAVEL AND

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L64T0585	PERFECTION LEARNING CORP	663.25	663.25	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
L64R1768	PITSCO INC.	1,800.99	1,800.99	0172172039 4310	SAFE SCHOOLS / INSTRUCTIONAL MATL &
L64R1719	PIXEL DENSITY DESIGN INC	12,563.77	12,563.77	0117432010 6490	CTE INCENTIVE GRANT/INST / EQUIPMENT -
L64R1683	POOL SUPPLY OF ORANGE COUNTY	3,500.00	3,500.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
L64R1769	PPS INC.	1,076.42	1,076.42	0172489710 4410	SS/TUPE-COHORT M, TIER 2/INSTR / EQUIPMENT -
L64R1705	PREVENTION PARTNERS	1,242.04	1,242.04	0161489710 4310	PO/TUPE-COHORT M/INSTR / INSTRUCTIONAL
L64R1724	PRO ED INC.	420.38	420.38	0128257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64R1794	QUAKEHOLD INDUSTRIAL INC	2,308.88	2,308.88	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR /
L64R1727	QUINTANA, ANNETTE	190.00	190.00	0121177072 5230	RISK MANAGEMENT/GENERAL ADMIN /
L64R1734	RAY LITE INDUSTRIES INC.	21,910.96	21,910.96	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE
L64R1702	REPUBLIC SERVICES OF SO. CALIF	1,111.20	1,111.20	0125220081 5580	OPERATIONS - GENERAL / SANITATION
L64A0351	ROSSIER PARK SCHOOL	14,955.12	14,955.12	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64A0352	ROSSIER PARK SCHOOL	1,038.55	1,038.55	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64A0353	ROSSIER PARK SCHOOL	14,586.87	14,586.87	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64A0354	ROSSIER PARK SCHOOL	1,743.04	1,743.04	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64A0334	SAVANNA HIGH SCHOOL	12,579.00	12,579.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCL / OTHER
L64R1778	SAVANNA HIGH SCHOOL	274.99	274.99	0172913031 4320	SS/ST JOSEPH HEALTH GRANT/GUID / OTHER
L64R1785	SCHOLASTIC INC.	373.56	373.56	0135381010 5880	DALE/ECIA1/INSTR / OTHER OPERATING EXPENSES
L64R1722	SCHOOL NURSE SUPPLY INC	1,690.60	1,690.60	0147257011 4410	SEVER HDCP/SE SEP CL/SEV / EQUIPMENT -
L64R1725	SCHOOL SERVICES OF CALIFORNIA	940.00	940.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
L64C0174	SEHI COMPUTER PRODUCTS INC	409.45	409.45	0102087110 4310	SUPERINTENDENT/AIME/INSTR / INSTRUCTIONAL
L64T0573	SEHI COMPUTER PRODUCTS INC	524.10	524.10	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
L64T0591	SEHI COMPUTER PRODUCTS INC	17.47	17.47	0120257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64T0602	SEHI COMPUTER PRODUCTS INC	151.46	151.46	0122381110 4310	ECIA TITLE I - PARENTING / INSTRUCTIONAL



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/12/2018

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L64T0605	SEHI COMPUTER PRODUCTS INC	3,630.69	3,630.69	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
L64T0610	SEHI COMPUTER PRODUCTS INC	18,413.36	18,413.36	4135735085 4410	2017 COPS PROJECT FUND / EQUIPMENT -
L64T0611	SEHI COMPUTER PRODUCTS INC	1,591.63	1,591.63	0137381010 4410	SY/ECIA/INSTR / EQUIPMENT - NON-CAPITALIZED
L64T0612	SEHI COMPUTER PRODUCTS INC	52.41	52.41	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
L64C0159	SIGNATURE PARTY RENTALS	490.96	490.96	0174402521 5620	ED/COLLEGE READINESS BK GT/IN /
L64C0160	SIGNATURE PARTY RENTALS	2,073.92	2,073.92	0174402521 5620	ED/COLLEGE READINESS BK GT/IN /
L64R1696	SKILLPATH SEMINARS	179.00	179.00	0177177072 5210	RISK MANAGEMENT / TRAVEL AND CONFERENCE
L64R1690	SOCALGRAD	1,869.47	1,869.47	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
L64R1691	SOCALGRAD	276.38	276.38	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
L64R1774	SOCALGRAD	300.00	300.00	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
L64R1776	SOCALGRAD	168.36	168.36	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
L64R1797	SOCALGRAD	3,711.42	3,711.42	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
L64R1712	SOCIAL STUDIES SCHOOL SERVICE	537.08	537.08	0127037010 4210	KE/SOC SCI/INSTR / BOOKS AND REFERENCE
L64C0166	SOLUTION TREE	4,134.00	4,134.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
L64A0342	SPEECH AND LANGUAGE	17,165.07	17,165.07	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64R1685	STAPLES ADVANTAGE	1,275.77	1,275.77	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
L64R1707	STAPLES ADVANTAGE	413.83	413.83	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
L64R1748	STAPLES ADVANTAGE	296.85	296.85	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
L64R1756	STAPLES ADVANTAGE	552.76	552.76	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC
L64R1757	STAPLES ADVANTAGE	215.25	215.25	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC
L64R1766	STAPLES ADVANTAGE	150.74	150.74	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
L64R1786	STAPLES ADVANTAGE	762.64	762.64	0122381110 4310	ECIA TITLE I - PARENTING / INSTRUCTIONAL
L64R1735	SUPERIOR POOL TILE CLEANING IN	3,150.00	3,150.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
L64A0340	TAMBARA, BARRY	50,000.00	50,000.00	0117400510 5805	ED/ONE-TIME FUNDING (2017-18) /

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L64R1737	TEACHER'S DISCOVERY	259.98	55.92	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
			204.06	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
L64M0069	TIME AND ALARM SYSTEM	43,820.00	43,820.00	0131231081 6490	BR/ELECTRIC/MO / EQUIPMENT - OTHER
L64T0583	TOUCHBOARDS.COM	3,483.30	1,082.63	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
			2,400.67	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
L64T0581	TROXELL COMMUNICATIONS INC	2,344.64	2,344.64	0138381010 4410	BALL/ECIAI/INSTR / EQUIPMENT -
L64T0582	TROXELL COMMUNICATIONS INC	586.16	586.16	0123381110 4410	SAVANNA/TITLE I/PARENTING / EQUIPMENT -
L64T0596	TROXELL COMMUNICATIONS INC	5,652.92	1,895.44	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
			757.48	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
			3,000.00	0117432010 5610	CTE INCENTIVE GRANT/INST / REPAIRS/MAINT -
L64R1754	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
L64R1755	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
L64R1709	U.S. TOY CO.	55.61	55.61	0140257011 4310	SEVERE HANDICAPPED/SOUTH / INSTRUCTIONAL
L64R1781	UNITED STATES TREASURY	6,284.72	6,284.72	6900690060 5885	HEALTH AND WELF/ENTERP / GOVERNMENT FEES
L64R1740	VERNIER SOFTWARE	5,160.85	5,160.85	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
L64R1731	VERSA PRODUCTS INC	18,114.26	18,114.26	2427731185 4410	KE/BOND SERIES 2015 - MEAS H / EQUIPMENT -
L64A0335	WESTERN HIGH SCHOOL ASB	5,990.00	5,990.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCI / OTHER
L64R1723	WHITEBOARD A TO Z.COM	968.61	968.61	0127400010 4310	KE/MANDATED 1-TIME FUNDS/INSTR /
L64X0461	WIDESPREAD ELECTRICAL SALES LL	845.92	845.92	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64R1721	WILLIAM V MACGILL AND COMPANY	387.90	387.90	0168000034 4320	GILBERT/HEALTH / OTHER OFFICE/MISC SUPPLIES
L64R1694	WOODWIND AND BRASSWIND	1,684.14	1,684.14	0142007010 4310	OXFORD/INS MUS/INSTR / INSTRUCTIONAL MATL
L64A0341	X ACT TECHNOLOGY SOLUTIONS INC	31,800.00	31,800.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
	<b>Fund 01 Total:</b>			1,189,177.89	
	<b>Fund 24 Total:</b>			21,986,344.17	
	<b>Fund 25 Total:</b>			3,800.00	

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Fund 41 Total:		18,413.36			
Fund 45 Total:		1,650.00			
Fund 69 Total:		6,284.72			
Total Amount of Purchase Orders:		23,205,670.14			

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME**

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L64X0086	A I FENCE COMPANY	5,700.00	+700.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0429	AGRI TURF DISTRIBUTING LLC	10,500.00	+3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64C0015	AMERICAN FENCE COMPANY INC	2,043.32	+107.80	4520727085 6274	ORANGE/NEIGHBORHOOD DEVE/FAC A /
L64X0235	AMERICAN LOGISTICS COMPANY LLC	61,900.00	+27,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
L64X0417	ARROW SERVICES INC	9,750.00	+4,750.00	01112220081 5580	OPERATIONS - GENERAL / SANITATION
L64X0099	B AND MLAWN AND GARDEN INC	30,391.94	+3,100.00	01112222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
L64A0120	CITY OF ANAHEIM AS SUCCESSOR A	161,861.59	+31,957.09	4500727900 8625	ANAHEIM PLAZA / COMMUNITY REDEVELOPMENT
K64A0245	CLAIM RETENTION SERVICES INC.	78,000.00	+24,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
L64X0013	CREATIVE BUS SALES	18,000.00	+3,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0450	CRISP IMAGING	30,000.00	+10,000.00	2456731185 6241	BOND SERIES 2015 - MEAS H /
L64X0283	ESCOE, BARRY	10,882.80	+1,382.80	0100000072 3701	GEN FUND/GENL ADM / RETIREE
L64A0031	EVOQUA WATER TECHNOLOGIES LLC.	5,175.04	+1,000.00	0113113036 4380	TRANS/REG-ED/TRANSPORTATION /
L64RI667	FHEG CYPRESS COLLEGE BOOKSTORE	52,806.89	+56.57	0117402510 4150	IS/COLLEGE READINESS/INSTR / TEXTS - STATE
L64X0019	FLEET SERVICES INC	47,500.00	+2,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0135	GLASBY MAINTENANCE SUPPLY CO.	20,500.00	+5,500.00	01112221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
L64X0333	GREATER ANAHEIM SELPA	471,472.00	+21,472.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTH
L64X0376	HARDY INC, CHARLES G	6,800.00	+1,800.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64RI321	HOLLYWOOD SOUND SYSTEMS INC	20,651.50	+150.00	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
L64X0142	HORIZON	15,100.00	+5,100.00	01112220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0264	IMAGE SOURCE	11,000.00	+1,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
L64X0446	IPC USA INC.	61,264.57	+39,714.57	0113113036 4382	TRANS/REG-ED/TRANSPORTATION /
L64X0075	JEYCO PRODUCTS INC	62,500.00	+2,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64RI436	JONES SCHOOL SUPPLY	309.75	+39.39	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR /
L64X0163	LAIRD PLASTICS	8,000.00	+3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

**EXHIBIT 00**

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME**

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FROM 05/30/2018 TO 06/28/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L64A0037	METLIFE	258,300.00	+8,300.00	6900690060 5462	HEALTH AND WELF/ENTERP / INSURANCE - LIFE
L64X0033	MOBILE INDUSTRIAL SUPPLY	1,719.12	+219.12	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0372	MUSIC AND ARTS CENTERS	3,000.00	+500.00	0132901010 4310	OR/LOCAL GRANT/INSTR / INSTRUCTIONAL MATL &
L64X0392	NORTH ORANGE COUNTY REGIONAL	1,000,780.00	+328,780.00	0100512592 7223	ROP APPRENTICE/TRSF BETWN AGNC / ROP
J64A0383	OCDE	16,245.33	+3,153.83	0107107072 5880	ACCTG /GENL ADM / OTHER OPERATING EXPENSES
L64R1559	OCDE	300.00	+300.00	0117000910 5210	INST SVR/LCFF/INSTR / TRAVEL AND CONFERENCE
L64X0256	OFFICE DEPOT	2,450.00	-150.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL AND
L64M0001	ORANGE COUNTY FIRE PROTECTION	24,817.42	+950.00	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
L64X0079	ORANGEVIEW JR HIGH SCHOOL	2,017.00	+6,500.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64X0058	PACIFIC COACHWAYS CHARTER SERV	90,000.00	+517.00	0132025040 5810	OR/ANCIL / NON-INSTRUCTIONAL PROF CONSULT
L64R0183	PARTNERS IN LEARNING PROGRAMS	2,903.44	+3,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
L64R1505	PERMA BOUND	2,279.99	-3,721.96	0138000910 4320	BA/LCFF-CONCENTRATION/INSTR / OTHER
L64X0187	PRINGLES DRAPERIES AND BLINDS	20,000.00	+371.74	0128004010 4210	CY/ENGLISH/INSTR / BOOKS AND REFERENCE
L64X0191	ROSEBURROUGH TOOL CO. INC	4,800.00	+5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64R1655	SCHOLASTIC BOOK CLUBS INC.	293.14	+800.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0045	SCHOOL BUS PARTS	11,000.00	+12.93	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
L64M0059	SHIELD FIRE PROTECTION	10,555.00	+6,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0414	SOCALGRAD	4,851.16	+1,575.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64R1329	TEAM SPORTS AND TROPHIES	1,433.09	+51.16	0125066027 4320	KATELLA/GRADUATION/SCH ADMIN / OTHER
L64X0243	TURF STAR INC	20,000.00	+64.65	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR /
L64X0244	UNITED REFRIGERATION INC.	15,300.00	+2,500.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0246	US AIR CONDITIONING DISTRIBUTO	13,200.00	+5,300.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0230	VISION COMMUNICATIONS CO.	6,000.00	+1,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
			+1,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S

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L64A0036	VISION SERVICE PLAN	621,500.00	+71,500.00	69006900060 5464	HEALTH AND WELF/ENTERP / INSURANCE - VISION
L64A0318	WEST ED	7,771.20	+400.00	0172489710 5880	SS/TUPE-COHORT M, TIER 2/INSTR / OTHER
L64X0053	WESTRUX INTERNATIONAL INC	10,000.00	+2,500.00	0179113036 4376	GARAGE/TRANS-REGED/TRANSPORT / TRANS
	<b>Fund 01 Total:</b>		<b>496,416.80</b>		
	<b>Fund 24 Total:</b>		<b>10,000.00</b>		
	<b>Fund 45 Total:</b>		<b>32,064.89</b>		
	<b>Fund 69 Total:</b>		<b>79,800.00</b>		
	<b>Fund 76 Total:</b>		<b>21,472.00</b>		
	<b>Total Amount of Change Orders:</b>		<b>639,753.69</b>		

**VENDOR CHECK REGISTER  
MAY 30, 2018 THROUGH JUNE 28, 2018**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
5 DOLLAR SCHOOL TEES	V6412142	4320	230.00	00148453
A 1 FENCE COMPANY	V6408537	4355	862.00	00148689
A AND C URGENT CARE	V6412935	5810	220.00	00148454
			415.00	00148498
			490.00	00148690
A LINE INC	V6409724	5610	600.00	00148650
A U H S D FOOD SERVICE DEPT	V6400023	4390	300.55	00148111
			816.30	00148358
AAA ELECTRIC MOTOR SALES	V6400033	4355	298.32	00148150
			1,605.86	00148348
			333.16	00148499
			33.27	00148651
			5.86	00148744
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	1,154.48	00148359
ABACU MARTINEZ AND PATRICIA CERVANTEZ	V6412756	5880	274.05	00148575
ABU KHALAF, ZINEH	V6412791	5220	38.70	00148285
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	228.98	00148500
			53.65	00148745
ACP DIRECT	V6407556	4310	316.39	00148576
ACS BILLING SERVICE	V6400072	5530	128.94	00148455
		5580	3,942.56	00148402
ADI	V6400095	4355	70.03	00148192
			682.82	00148456
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4347	156.37	00148151
			578.23	00148360
			578.23	00148691
			49.75	00148746
		4410	3,887.24	00148252
			2,279.87	00148360
			6,167.11	00148691
		9320	10,413.17	00148360
			10,413.17	00148691
AFFORDABLE PIANO TUNING	V6412217	5610	475.00	00148286
AGRI TURF DISTRIBUTING LLC	V6412836	4355	2,710.25	00148274
AICHELE, STEVEN G.	V6407891	5610	125.00	00148403
AIRWOLF 3D	V6411803	4310	189.79	00148193
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	85.34	00148747
ALKIRE BREWER, JEANNIE	V6406703	8699	40.87	00148152
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	1,191.72	00148361
			37.86	00148692
ALL IN ONE POSTER CO. INC.	V6412928	4320	996.83	00148194
ALT REV CASH FUND	V6405194	4199	35.65	00148349
		4310	1,773.22	00148349
		4320	240.94	00148349
		4390	145.36	00148349
	V6405195	4210	208.54	00148195
		4310	2,235.50	00148195
			2,812.66	00148457
		4315	75.98	00148195

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
		4320	441.20	00148195
			408.58	00148457
		4347	154.92	00148195
			386.44	00148457
		4390	61.14	00148195
			751.84	00148457
		5210	10.00	00148457
		5880	70.00	00148195
		5910	(15.86)	00148457
	V6405196	4199	(29.51)	00148693
		4299	(105.90)	00148693
		4310	2,020.24	00148693
		4315	10.00	00148693
		4320	154.07	00148693
		4347	(41.68)	00148693
AMAZON WEB SERVICES INC.	V6412894	5880	12.06	00148287
AMERICAN ASSOCIATION OF SCHOOL	V6412231	5210	50.00	00148748
AMERICAN PSYCHIATRIC ASSOCIATION	V6413029	5810	25,000.00	00148694
AMERICAN TIME	V6410391	4355	3,250.50	00148112
			138.89	00148749
AMTEC	V6411210	5810	600.00	00148652
ANAHEIM HIGH SCHOOL	V6400260	4320	165.00	00148501
		5880	7,188.00	00148362
		8699	215.20	00148750
ANAHEIM U.H.S.D.	V6400266	4390	157.31	00148653
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	85,229.34	00148350
AP EXAMINATIONS	V6400312	4310	498,292.00	00148253
APPLE INC	V6400319	4310	12,562.80	00148113
			42.02	00148404
			15,916.27	00148502
			513.92	00148751
		4410	6,080.16	00148502
			20.47	00148577
ARAMARK UNIFORM SERVICE	V6407528	4388	113.00	00148405
		5610	128.50	00148275
ARMSTRONG, IAN	V6408439	5220	51.77	00148153
ARROW SERVICES INC	V6412839	5580	3,012.75	00148276
			2,948.04	00148752
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	920.00	00148458
		5821	1,233.75	00148229
			1,008.00	00148351
AVID CENTER	V6400410	5210	795.00	00148363
			1,590.00	00148503
			795.00	00148753
AWARDS BY PAUL	V6400412	4310	1,885.63	00148230
		4320	404.06	00148196
			52.80	00148504
			23.71	00148578
AZEVEDO, VICKY	V6412068	5220	181.20	00148654
B AND H PHOTO VIDEO INC	V6400422	4310	123.87	00148579
			177.61	00148754
		4320	264.15	00148288
			174.16	00148579



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
B AND K ELECTRIC WHOLESALE	V6400623	4355	392.72	00148114
			424.69	00148459
B AND M LAWN AND GARDEN INC	V6400423	4347	381.59	00148197
			1,772.10	00148505
			3,126.89	00148755
		4410	3,125.94	00148289
BALL JR HIGH SCHOOL	V6400433	5810	235.00	00148277
BARKSHIRE LASER LEVELLING INC	V6407215	5610	3,000.00	00148460
BARNES AND NOBLE	V6400450	4210	68.47	00148154
			10,149.95	00148254
			152.51	00148580
		4320	438.33	00148406
BAVCO	V6407678	4355	412.66	00148364
BCT ENTERTAINMENT	V6406302	5620	153.54	00148506
			682.33	00148695
BEACON DAY SCHOOL	V6409269	5860	14,276.52	00148581
BEE BUSTERS	V6400472	5610	125.00	00148507
			125.00	00148756
BELLFLOWER MUSIC	V6400477	4310	1,643.86	00148365
BENJAMIN CENIZA	V6412964	5610	1,200.00	00148366
BERTRAND'S MUSIC	V6412730	4310	122.90	00148655
			401.15	00148656
BEST BUY FOR BUSINESS	V6408717	4310	168.94	00148115
		4410	1,910.52	00148115
BIG D SUPPLIES	V6400508	4355	39.47	00148290
BILLINGS, JANICE	V6402265	3701	1,809.00	00148461
BIOMETRICS4ALL INC	V6409224	5810	40.50	00148657
BLICK ART MATERIALS LLC	V6401357	4310	373.24	00148696
BOGGS, AMANDA	V6412487	5220	186.37	00148352
BOOK SYSTEMS INC	V6412321	4315	285.00	00148582
		4410	625.50	00148255
			625.50	00148291
BREWER, AMANDA	V6412654	5220	70.08	00148155
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	5810	251.00	00148462
		8699	3.20	00148757
BRUNET, PATTY	V6403581	5210	250.00	00148231
BSN SPORTS LLC	V6412536	4355	388.51	00148697
BUDDY'S ALL STARS INC	V6406311	5630	4,956.00	00148232
			8,156.78	00148463
BUSWEST LLC	V6407892	4375	82.38	00148464
		4376	1,044.16	00148367
		4385	418.15	00148464
		5610	227.63	00148464
CABE	V6400656	5210	600.00	00148292
		5805	2,500.00	00148407
CAL LIFT INC	V6400664	5610	291.90	00148583
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	1,964.00	00148698
CALIFORNIA PLUMBING PARTS	V6412567	4355	899.69	00148156
			402.42	00148508
			1,583.61	00148584
			57.98	00148758
CALIFORNIA RETROFIT INC	V6406910	4355	511.82	00148509
CAPISTRANO GOLF CARS INC	V6411745	5610	351.93	00148585

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CARE YOUTH CORPORATION	V6412565	5860	13,042.00	00148586
			13,042.00	00148658
			13,042.00	00148699
CARMAN, CANDICE	V6412031	5220	29.70	00148233
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	799.67	00148659
CART MAN INC, THE	V6404668	5610	2,243.00	00148157
			95.73	00148587
			109.20	00148759
CEMEX	V6404364	4355	1,034.94	00148760
CERASUOLO, KATHRYN	V6412765	5220	212.55	00148234
CEREBELLUM CORPORATION	V6400849	4310	223.98	00148408
CHANDLER MUSIC INC.	V6412865	4310	1,552.94	00148293
CHAPMAN UNIVERSITY	V6400867	4310	400.00	00148294
CHEFS' TOYS	V6410110	4310	632.28	00148368
CHILD SHUTTLE	V6406415	4310	576.00	00148353
		5870	2,786.00	00148510
CHRISTIAN BUILDING MATERIALS	V6400919	4355	969.75	00148511
CHROMARK CORP.	V6410400	4310	716.97	00148660
CITY OF ANAHEIM	V6400957	5520	251,791.14	00148278
			97,666.14	00148512
		5530	55,369.94	00148278
			23,879.83	00148512
		5580	29,910.96	00148278
			12,397.05	00148512
CITY OF BUENA PARK	V6400958	5530	5,022.94	00148700
		5580	502.29	00148700
CLAIM RETENTION SERVICES INC.	V6408940	5810	8,594.00	00148369
CLARK SECURITY PRODUCTS	V6400966	4355	2,353.75	00148198
			453.70	00148588
			74.30	00148761
CLETA HARDER DEVELOPMENTAL SCHOOL	V6407031	5860	6,889.20	00148589
COLON, MANUEL	V6402939	5210	919.17	00148590
COLON, MELIDA DIAZ	V6409180	5220	35.70	00148465
COLON, TAMARA ELIZABETH	V6412357	5810	225.00	00148409
COLOR TECH SCREENPRINTING INC.	V6412348	5810	1,000.00	00148158
COMPLETE OFFICE OF CA	V6411539	9320	10,942.66	00148235
COMPREHENSIVE DRUG TESTING	V6410899	5810	525.00	00148279
COOKE, MARYJO	V6407036	5220	61.04	00148116
CORTEZ, LORENA	V6412054	5220	363.52	00148236
COSCO FIRE PROTECTION INC	V6412879	4410	2,081.00	00148591
		5610	1,440.00	00148199
			1,280.00	00148280
CREATIVE BUS SALES	V6409840	4376	962.19	00148513
			121.43	00148701
CRISP IMAGING	V6408990	5880	170.40	00148762
CROWD FAVORITE PROMOTIONAL	V6412906	4310	272.21	00148592
CROWN TROPHY	V6401151	4310	73.54	00148370
CULVER NEWLIN	V6411589	4310	428.41	00148117
			401.60	00148593
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6230	50,356.00	00148410
CVT RECYCLING	V6407455	5580	148.04	00148118
CYPRESS COLLEGE	V6407842	5880	3,410.00	00148594
CYPRESS HIGH SCHOOL	V6405640	4390	1,600.00	00148514
		5880	7,188.00	00148371

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
DAIGNAULT, KARIN	V6402510	5220	28.03	00148237
			15.47	00148595
DAKTRONICS	V6408432	4410	940.88	00148596
DALE JUNIOR HIGH ASB	V6405581	5810	941.00	00148238
		8699	63.04	00148763
DANCE MASTERS	V6412961	5805	5,900.00	00148159
DEL SOL SCHOOL	V6411308	5860	5,588.00	00148597
DEMCO INC	V6401318	4310	427.64	00148295
DEPARTMENT OF GENERAL SERVICES	V6409862	5821	100.00	00148354
			815.00	00148764
DEVEREUX TEXAS TREATMENT NETWORK	V6401339	5860	13,705.49	00148598
DHAWAN, SONITA	V6410951	5220	30.47	00148160
DIGITAL NETWORKS GROUP INC	V6409316	5610	2,039.24	00148661
DUDE SOLUTIONS INC	V6409324	5610	600.00	00148119
DUNN EDWARDS PAINTS	V6401448	4355	3,555.01	00148200
			3,509.44	00148355
			336.44	00148466
			28.69	00148599
E.B. BRADLEY COMPANY	V6401456	4355	261.77	00148467
EARTHWORKSHEALTH LLC	V6412931	4347	641.11	00148201
EBERHARD EQUIPMENT	V6405532	4347	775.80	00148296
			1,170.17	00148468
			1,934.69	00148765
ECONOMY RENTALS INC	V6401478	5610	108.61	00148662
			81.46	00148766
		5620	220.40	00148600
			849.40	00148662
			180.00	00148766
EDUCATIONAL INNOVATIONS INC	V6401510	4310	605.72	00148767
EMBASSY CONSULTING SERVICES LLC	V6413019	5210	119.00	00148372
ENCORP	V6409154	5610	688.00	00148161
			1,888.00	00148297
			830.00	00148356
			2,493.00	00148663
			9,030.00	00148702
ESCOE, BARRY	V6400453	3701	3,020.40	00148601
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	4380	444.84	00148298
			444.84	00148768
EWING IRRIGATION PRODUCTS	V6401634	4355	785.00	00148469
EXPRESS PIPE AND SUPPLY CO INC	V6401644	4355	285.16	00148602
			596.86	00148664
FARMAN, JUANA	V6406999	5220	81.15	00148470
FARMERS AND MERCHANTS BANK	V6412156	5880	9,958.59	00148471
FEDEX	V6401675	5910	305.96	00148603
FELIX, STEPHANIE	V6412478	5220	100.07	00148299
FERGUSON ENTERPRISES INC	V6409823	4355	434.93	00148120
			480.28	00148256
			290.51	00148515
			457.79	00148665
			129.76	00148703
			114.10	00148769
FERNANDEZ, LETICIA	V6411473	5220	61.04	00148472
FERREE'S TOOLS INC.	V6401681	4355	3,039.29	00148516

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
FERRELLGAS LP	V6411875	5810	1,043.44	00148121
			1,489.07	00148257
			3,984.21	00148300
			3,615.94	00148415
			1,113.60	00148517
			2,254.85	00148770
FIVE STAR RUBBER STAMP INC	V6405116	4320	23.32	00148416
			30.86	00148771
FLANAGAN, DENNIS	V6410855	5210	575.00	00148258
FLEET SERVICES INC	V6405625	4370	588.75	00148417
		4385	4,094.64	00148417
FLINN SCIENTIFIC INC	V6401708	4310	88.50	00148259
			6,074.61	00148518
FLIPPEN GROUP LLC, THE	V6412132	5805	16,500.00	00148473
FLORES, STEPHANIE	V6412292	5220	597.18	00148519
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4210	970.33	00148520
		4310	179.99	00148604
FRANK, CAROLYN	V6413028	5230	190.38	00148704
FUKUMOTO, PHYLLIS	V6403667	5210	295.78	00148474
FULLERTON ACE HARDWARE	V6405244	4310	73.57	00148301
FUN AND FUNCTION LLC	V6411593	4310	208.93	00148521
G M BUSINESS INTERIORS	V6412498	4320	793.04	00148666
GANAHL LUMBER CO	V6401804	4310	927.14	00148122
		4347	511.04	00148772
		4355	510.31	00148122
			1,155.71	00148522
			(107.60)	00148772
			45.46	00148773
GAS COMPANY, THE	V6404372	5510	226.47	00148302
			16,497.23	00148475
GATEWAY MEDICAL CENTER	V6401819	5810	135.00	00148303
			815.00	00148304
GAWRONSKI, COLIN	V6408612	5230	157.76	00148476
GCR TIRES AND SERVICE	V6409136	4386	1,255.38	00148477
			4,904.27	00148523
GDL BEST CONTRACTORS INC	V6412393	5610	48,877.50	00148843
GILBERT HIGH SCHOOL	V6407727	5880	599.00	00148373
		8699	15.85	00148774
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	160.65	00148260
			4,376.18	00148667
			177.90	00148705
			386.61	00148775
		4410	2,381.89	00148123
GLAUDINI, DAVID	V6412989	5210	575.00	00148261
GLENN, JERRY	V6402322	3701	1,203.00	00148478
GOLDEN STATE WATER COMPANY	V6408018	5530	20,867.27	00148776
GONZALEZ, ISRAEL	V6413016	5721	455.52	00148305
GONZALEZ, LAURA	V6410576	5220	168.79	00148306
GOPHER SPORTS EQUIPMENT	V6401902	4310	119.23	00148524

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GRAINGER	V6404982	4355	242.44	00148124
			207.92	00148262
			456.35	00148525
			778.03	00148605
			375.80	00148668
			121.67	00148706
GRAYBAR ELECTRIC COMPANY	V6401918	4355	58.33	00148418
			237.60	00148526
GREATER ANAHEIM SELPA	V6401927	5805	27,736.86	00148669
		8311	164,984.38	00148307
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	263.99	00148527
GROVE, KELLY A.	V6409563	5220	99.75	00148308
GUERRERO, HEATHER	V6409850	5210	1,384.66	00148309
GUITAR CENTER	V6401958	4410	1,952.43	00148528
H AND H AUTO PARTS WHOLESALE	V6401967	4370	118.84	00148419
		4385	854.10	00148419
H L CORPORATION	V6401968	4310	313.63	00148529
HARDAWAY, HOWARD AND MELISSA	V6411288	5880	94.74	00148606
HARDY INC, CHARLES G	V6400875	4355	1,482.03	00148281
HATCHER, PATTY	V6408994	5220	129.06	00148420
HAUGEN, CRAIG	V6401122	3701	1,164.00	00148479
HAYNES FAMILY OF PROGRAMS INC	V6412785	5860	600.00	00148310
			450.00	00148607
HEARTSMART.COM	V6413005	4310	264.00	00148530
		4410	1,295.00	00148530
		5560	-	00148530
HEINEMANN BOOKS	V6402027	4210	6,143.47	00148531
HERNANDEZ, CARLOS	V6400767	5210	806.92	00148608
HERNANDEZ, CHARLES	V6411583	5210	507.11	00148125
HISSHO INC.	V6411959	5805	2,200.00	00148480
HOLLYWOOD SOUND SYSTEMS INC	V6402073	5620	20,651.50	00148532
HOME DEPOT CREDIT SERVICES	V6405234	4320	199.70	00148311
		4355	1,589.18	00148263
			1,537.14	00148421
			1,419.35	00148533
			703.38	00148670
			758.04	00148777
		4375	145.87	00148421
		4376	21.32	00148421
HORIZON	V6408259	4347	4,796.13	00148707
HOTSY EQUIPMENT CO.	V6402080	4347	96.86	00148422
			26.67	00148778
HOUGHTON MIFFLIN HARCOURT	V6407563	4310	2,108.14	00148534
HOWARD INDUSTRIES	V6402088	4355	185.40	00148779
HP DIRECT	V6408671	4410	1,077.50	00148535
HUNTINGTON BEACH U.H.S.D.	V6402101	5620	7,821.64	00148536
HUTTNER, HEATHER	V6412032	5220	35.81	00148481
ICS SERVICE CO.	V6406452	5620	1,640.30	00148780
IDENTICARD SYSTEMS WORLDWIDE INC	V6409335	4320	118.53	00148609
IMAGE APPAREL FOR BUSINESS	V6402628	4320	110.78	00148264
IMAGE SOURCE	V6412458	4320	696.50	00148126
			696.50	00148781

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
INLAND TOP SOIL MIXES INC.	V6402153	4347	712.80	00148423
		8699	513.00	00148671
INNOVATIVE SYSTEMS	V6405580	4310	1,092.91	00148610
INTERNATIONAL E Z UP INC	V6412784	4310	1,923.89	00148611
J E HALLIDAY SALES INC	V6413014	6490	24,945.36	00148782
J.W. PEPPER AND SON INC.	V6402214	4310	89.28	00148127
			2,468.03	00148265
			261.51	00148312
			122.47	00148424
			20.20	00148537
JACKSON, BRAD	V6408374	5210	100.00	00148783
JACKSONS A S BREA F M P	V6406346	4347	678.45	00148425
			258.83	00148538
			233.42	00148672
			114.31	00148784
		4370	20.41	00148425
		4375	75.27	00148425
		4376	2,122.72	00148425
		4385	176.21	00148425
		4387	387.90	00148425
JACQUEZ, JULISSA	V6409865	5210	52.44	00148128
JAUREGUI, JOSE	V6411346	5220	44.15	00148266
			16.35	00148313
JENSEN, ANN	V6400295	5210	1,563.08	00148708
JENSEN, JACK	V6402221	4320	265.00	00148785
JEYCO PRODUCTS INC	V6402332	4375	1,743.57	00148426
JHM SUPPLY INC.	V6411647	4355	693.68	00148267
			1,459.05	00148427
			802.23	00148539
			924.28	00148673
			3,590.38	00148786
JOHN RIZUTO'S KILN SERVICE	V6411701	5610	250.00	00148674
JOHNSTONE SUPPLY	V6402415	4347	23.27	00148612
JOJOLA, TERESA	V6412951	5210	52.44	00148129
JOURNEYWORKS PUBLISHING	V6402443	4310	1,484.33	00148613
JUNIOR LIBRARY GUILD	V6402477	4210	2,869.82	00148130
			2,312.32	00148540
KAHLER, SCOTT	V6411328	5210	575.00	00148268
KAP7 INC	V6409346	4310	350.00	00148131
KATELLA HIGH SCHOOL	V6402515	5880	4,792.00	00148374
		8699	893.85	00148787
KELLY PAPER	V6402557	4320	35.62	00148709
KEMP, CHRISTINE	V6400923	5220	47.96	00148314
KENNEDY HIGH SCHOOL	V6402571	4390	1,280.00	00148428
		5880	8,386.00	00148375
		8699	77.54	00148788
KLATZKER, DANIEL	V6411683	5210	10.00	00148269
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5810	2,805.00	00148614
KORDAB, MOURAD	V6412930	5810	7,000.00	00148615
KUSTOM IMPRINTS	V6408734	4320	2,848.71	00148315
KYA SERVICES	V6411393	4355	372.07	00148710

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	51,221.90	00148482
			73,971.80	00148542
			84,500.18	00148789
		4320	12,419.86	00148482
			9,064.26	00148542
LABELL EXCHANGE	V6412680	5918	600.00	00148789
			6,843.43	00148789
LAIRD PLASTICS	V6406890	4355	3,634.58	00148316
LANGUAGE NETWORK INC	V6409301	5810	15.75	00148132
			3,577.50	00148791
LANGUAGE TESTING INTERNATIONAL INC.	V6411351	4320	280.00	00148543
			20.00	00148616
LARNER, JOHN	V6402395	3702	1,203.00	00148483
LE, CAITLIN	V6411725	5210	25.00	00148317
LETTER PERFECT SIGNS	V6402726	4310	326.32	00148544
		4355	1,150.66	00148792
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	873.62	00148793
LIBERTY PAPER	V6410278	5810	19,233.38	00148711
LOARA ASB	V6402803	5810	4,049.00	00148484
		5880	7,787.00	00148376
		8699	618.02	00148794
LOPEZ, CYNTHIA D.	V6407771	5220	66.49	00148318
LUNDQUIST, KATHY	V6402536	5220	93.21	00148319
MACKIN LIBRARY MEDIA	V6402903	4210	1,429.21	00148133
			7,290.20	00148617
			2,089.48	00148675
			5,391.00	00148377
MAGNOLIA HIGH SCHOOL	V6402920	5880	35.22	00148795
		8699	396.26	00148320
MANVILLE, LAURIE	V6411542	5210	106.17	00148429
MATSUDA, MICHAEL	V6403107	5220	2,068.28	00148270
MC FADDEN DALE HARDWARE CO	V6403056	4355	199.92	00148430
			131.72	00148618
			427.48	00148676
			347.16	00148796
MC GRAW HILL EDUCATION INC.	V6411310	4210	1,920.11	00148677
MD INSTALLATIONS INT'L INC.	V6410469	5610	1,787.34	00148321
			240.00	00148678
MELENA, MARIBEL	V6412070	5220	66.09	00148485
MIKVA CHALLENGE GRANT FOUNDATION INC.	V6411925	5810	80,000.00	00148619
MILLER, DALE	V6411365	5210	228.24	00148486
MINDKIND INSTITUTE LLC	V6412774	5810	13,500.00	00148797
MOLLY HAWKINS HOUSE	V6403182	4310	255.12	00148679
MUSIC AND ARTS CENTERS	V6411397	4310	20.11	00148134
			1,631.41	00148680
			554.54	00148680
MUSIC IS ELEMENTARY	V6403227	4310	216.54	00148681
MY PAYMENT NETWORK	V6411975	5610	500.00	00148487
N2Y LLC	V6405551	5880	763.44	00148682
NAOMY X MACHADO CECENA	V6412688	5810	240.00	00148545
NASCO	V6403253	4310	519.69	00148712
NAVARRO, MONICA	V6412545	5220	44.15	00148322
NCS PEARSON INC.	V6403319	4310	1,762.91	00148683
NGUYEN, CHINH	V6412608	5220	39.79	00148323

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
NORTH ORANGE COUNTY REGIONAL	V6403384	4390	68.86	00148135
		5100	629,376.96	00148271
			629,376.96	00148713
		7223	500,390.00	00148546
O.C.A.D.A.	V6407016	5880	2,250.00	00148378
OC HUMAN RELATIONS COUNCIL	V6403458	5805	5,000.00	00148432
			140,000.00	00148714
OCAD ASSOCIATION	V6405541	5880	100.00	00148136
OCDE	V6403452	5210	300.00	00148547
			300.00	00148620
		7141	253,031.53	00148620
OFFICE DEPOT	V6403421	4320	247.72	00148239
			387.20	00148715
		4390	56.09	00148215
OLIVE CREST ACADEMY	V6410765	5860	14,202.45	00148621
			15,366.29	00148798
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	2,427.97	00148622
ORANGE COUNTY NEWS	V6410009	5880	400.00	00148716
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	10,252.00	00148346
ORANGE COUNTY REGISTER	V6403461	4320	1,095.60	00148324
			269.32	00148379
ORANGE UNIFIED SCHOOL DISTRICT	V6406015	5620	2,908.75	00148380
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	28.13	00148799
O'REILLY AUTO PARTS	V6411401	4370	380.31	00148431
		4375	60.26	00148431
		4385	38.20	00148431
ORIENTAL TRADING COMPANY	V6403475	4310	225.17	00148325
ORR, KAREN	V6407564	5220	255.51	00148240
ORVAC ELECTRONICS	V6403479	4320	291.96	00148216
		4355	81.85	00148162
			35.78	00148623
OXFORD ACADEMY	V6403485	5880	7,188.00	00148548
		8699	114.87	00148800
PACIFIC COACHWAYS CHARTER SERVICES INC.	V6407365	5620	465.00	00148137
			2,325.00	00148241
			4,025.00	00148801
PARADIGM HEALTHCARE SERVICES	V6403536	5810	27,373.66	00148624
PARK, ESTHER	V6411350	5220	23.16	00148381
PARKER AND COVERT LLP	V6403544	5821	5,169.50	00148282
PASCAL, CHRISTOPHER	V6400915	5210	250.00	00148138
PASSARO PH.D., PERRY	V6411634	5810	1,650.00	00148217
			1,100.00	00148549
PATINO, REUBEN	V6403910	5220	79.98	00148242
PC AND MACEXCHANGE	V6410706	4410	1,345.80	00148717
PEACOCKS MARCHING WORLD	V6403608	4410	1,929.80	00148218
PENNER PARTITIONS INC	V6403625	4355	164.32	00148163
			140.08	00148718
PERMA BOUND	V6403638	4210	851.14	00148219
			498.86	00148550
			916.85	00148719
			2,279.99	00148802
PHAM, RICK	V6406082	5220	32.70	00148164
PINNACLE PETROLEUM INC.	V6412426	4381	28,390.10	00148139
PITNEY BOWES	V6403677	5910	5,025.55	00148551



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	546.77	00148552
			671.55	00148803
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	3,132.92	00148165
			823.79	00148202
			78.79	00148433
			6,692.23	00148720
			424.04	00148804
		5610	5,011.17	00148625
			400.00	00148804
PORTVIEW PREPARATORY	V6411850	5860	10,680.00	00148553
PPS INC.	V6413026	4410	1,076.42	00148721
PRAXAIR	V6403719	4355	14.70	00148203
			132.68	00148434
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	1,829.59	00148326
			366.81	00148554
PRO CRAFT CONSTRUCTION INC	V6412572	5610	500.00	00148382
QUINTANA, ANNETTE	V6400305	5230	190.00	00148435
RAMIREZ, MARIA T.	V6412066	5220	50.69	00148166
			65.67	00148383
RANGEL, ANDRES	V6412885	5220	116.90	00148384
RAY LITE INDUSTRIES INC.	V6411422	4355	21,910.96	00148488
REAL, JEANNETTE	V6411176	5220	124.15	00148436
RECORDED BOOKS INC	V6403863	4310	327.51	00148204
REFRIGERATION SUPPLIES DIST.	V6403873	4355	50.00	00148167
			1,061.78	00148437
			237.36	00148555
			1,601.77	00148722
			594.20	00148805
REINDL, SCOTT	V6409277	5220	84.37	00148723
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5,724.90	00148489
REVOLVING CASH FUND	V6405190	4310	2,930.76	00148724
		4390	662.26	00148724
		5210	1,770.00	00148724
		5880	2,200.00	00148724
RIDDELL ALL AMERICAN	V6403939	5630	9,000.02	00148243
RODRIGUEZ, VIRIDIANA	V6412875	5220	58.97	00148220
			10.74	00148385
ROGHAIR, DANIELLE	V6411353	5220	220.17	00148221
RONAN, BRENDAN	V6409805	5210	575.00	00148168
ROSEBURROUGH TOOL CO. INC	V6404014	4355	113.03	00148169
			61.36	00148327
			113.03	00148438
			181.39	00148556
ROSEN, STEPHANIE	V6412886	5220	23.44	00148386
ROSSIER PARK SCHOOL	V6411451	5860	34,506.84	00148557
RUHNAU RUHNAU CLARKE	V6412249	5880	7,836.00	00148328
RUIZ, ANABERTHA	V6409666	5210	1,155.59	00148806
RUIZ, RAUL	V6408606	5210	1,301.89	00148807
RUTHENBECK, LYNN	V6402876	5220	77.11	00148222
RYLAARSDAM, MICHAEL	V6408791	5210	150.00	00148140
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	316.03	00148170
			146.54	00148626
SAFETY KLEEN	V6404072	5610	140.00	00148439
SANTILLANA PUBLISHING CO INC	V6405311	4210	279.03	00148627

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SAVANNA HIGH SCHOOL	V6404130	4320	274.99	00148725
		5880	12,579.00	00148387
SC FUELS	V6404378	4384	1,888.22	00148440
			2,935.84	00148808
SCHOLASTIC BOOK CLUBS INC.	V6404147	4210	107.00	00148388
SCHOLASTIC INC.	V6404150	5880	373.56	00148726
	V6404152	4210	258.38	00148558
SCHOOL SERVICES OF CALIFORNIA	V6404171	5210	1,925.00	00148559
SCHOOL SPECIALTY INC	V6404173	4310	110.70	00148329
SCHORR METALS INC	V6404179	4355	243.52	00148171
			1,272.74	00148441
			1,491.58	00148560
			241.17	00148727
SEARCH INSTITUTE	V6404208	4310	357.00	00148205
SEHI COMPUTER PRODUCTS INC	V6404221	4310	12,354.83	00148172
			4,944.00	00148206
			410,214.81	00148490
			933.55	00148728
		4320	746.71	00148172
		4410	57,481.70	00148172
			31,301.57	00148206
			19,601.26	00148561
		5880	743.60	00148206
SHELTON, MIKE	V6403136	3701	1,809.00	00148562
SHERWIN WILLIAMS CO., THE	V6410919	4355	84.25	00148442
			77.01	00148628
			17.52	00148809
SHIELD FIRE PROTECTION	V6410947	5610	720.00	00148173
SHRED IT USA LLC	V6411124	5610	74.05	00148207
SIGLER INC., RUSSELL	V6410420	4355	707.76	00148443
			1,220.10	00148810
		6490	5,885.31	00148330
SIGN A RAMA	V6410302	4320	273.72	00148563
SIGN MART PLASTICS PLUS	V6412529	4320	734.76	00148208
		5712	241.44	00148389
SIGNATURE PARTY RENTALS	V6406791	5620	7,461.53	00148244
			2,564.88	00148811
SILVERADO STAGES INC.	V6410930	5620	2,222.00	00148812
SIMOES, MELISSA	V6412999	5210	191.61	00148209
SISKY, JEANNE	V6413013	5220	67.03	00148245
SKILLPATH SEMINARS	V6404296	5210	179.00	00148331
SO CAL OFFICE TECHNOLOGIES	V6406339	5620	223.84	00148629
SOCALGRAD	V6411708	4310	2,135.07	00148246
			3,490.80	00148729
		4320	3,382.52	00148390
			9,619.23	00148630
			168.36	00148729
SOLUTION TREE	V6403277	5210	4,014.00	00148564
SOUTH JHS ASB	V6405227	5810	286.00	00148174
		8699	313.52	00148813
SOUTHEASTERN PERFORMANCE APPAR	V6404367	4310	1,791.18	00148210
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	88,233.47	00148332
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	678.83	00148333

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SPEECH AND LANGUAGE	V6404400	5860	29,905.89	00148565
			13,247.25	00148814
SPICERS PAPER INC	V6404405	4320	5,927.95	00148391
SPORTS USA PREMIER LLC	V6412978	4410	1,811.33	00148211
SPYKERMAN, JULIE	V6405752	5220	384.83	00148491
STAPLES ADVANTAGE	V6410116	4310	249.90	00148392
			433.06	00148566
		4320	604.66	00148247
			285.76	00148392
			1,105.52	00148631
			170.25	00148730
STEINBRICK, GAIL	V6408751	5220	148.79	00148444
STEINLE, CHARLES	V6410113	3701	1,203.00	00148567
STUART, GRANT	V6413011	5210	655.68	00148223
SUNBELT FLOORING INC	V6413010	5610	18,969.00	00148684
SUPERIOR POOL TILE CLEANING INC	V6413015	5610	3,150.00	00148568
SYCAMORE JR HIGH ASB	V6404569	8699	4.66	00148815
SZENERI, KANDYCE	V6412490	5220	29.76	00148175
T MOBILE	V6410424	5918	370.59	00148632
			6,713.54	00148633
TAGLER, CRAIG	V6413030	5210	1,599.65	00148841
TEAM SPORTS AND TROPHIES	V6404625	4310	1,346.88	00148393
TEXTBOOK WAREHOUSE	V6404663	4210	1,723.04	00148176
			1,078.36	00148334
			191.06	00148394
THE SOLIS GROUP	V6412965	5810	3,330.00	00148731
THOMSON REUTERS WEST	V6407958	4320	161.00	00148445
TO, JANNA	V6412923	5220	60.55	00148141
TORO AIRE INC	V6408584	4355	191.15	00148177
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5,000.00	00148178
TRAN, THAO	V6412446	5220	141.17	00148395
TROXELL COMMUNICATIONS INC	V6404796	4310	2,397.44	00148335
			317.87	00148732
		4410	1,906.10	00148142
TRUCK PRO PTO SALES CORPORATION	V6403784	4385	4,956.50	00148446
TUPARAN, LUIS	V6410822	5220	247.65	00148224
TURF STAR INC	V6404805	4347	438.42	00148179
			393.88	00148569
TWINING CONSULTING	V6412575	5610	851.81	00148336
U S BANK	V6406908	5880	1,800.00	00148634
U S BANK	V6406511	4310	10,788.06	00148447
		4320	645.45	00148447
		4347	375.39	00148447
		4390	3,790.87	00148447
		5210	5,959.83	00148447
		5880	1,533.10	00148447
ULINE	V6406546	5610	692.47	00148225
UNITED REFRIGERATION INC.	V6404853	4355	3,074.38	00148570
			789.99	00148733
			541.47	00148816
UNITED STATES ACADEMIC DECATHLON	V6404818	5880	744.00	00148337
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	699.29	00148180
			460.10	00148571
			180.49	00148817

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
US GAMES	V6404813	4310	3,745.68	00148338
			612.56	00148635
VALENZUELA, PENNY	V6403629	5210	70.00	00148448
VALLEY VISTA SERVICES INC	V6411966	5580	5,423.40	00148347
VALUETINA PIZZA COMPANY	V6410252	4390	259.82	00148143
VAUGHN IRRIGATION SERVICES INC	V6409818	5610	3,895.00	00148449
			1,472.50	00148818
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	42.24	00148396
VERITIV OPERATING COMPANY	V6405508	4320	384.67	00148734
VERNIER SOFTWARE	V6404919	4310	3,048.77	00148181
			728.15	00148397
VILLMER, PAULA	V6410695	5220	16.63	00148226
VISION COMMUNICATIONS CO.	V6404955	4310	1,535.44	00148819
		4320	8,213.78	00148819
		5610	1,153.00	00148636
VITAL INSPECTION SERVICES INC	V6412251	5810	2,268.00	00148735
VS ATHLETICS INC.	V6404420	4310	895.36	00148820
VWR INTERNATIONAL	V6411521	4310	90.19	00148182
		4410	1,380.64	00148736
WALKER JR HIGH SCHOOL	V6404990	5810	385.00	00148212
		8699	107.77	00148821
WALTERS WHOLESale	V6409053	4355	10.61	00148144
			346.34	00148183
			361.28	00148339
			177.39	00148822
WARD'S NATURAL SCIENCE EST	V6404999	4310	300.62	00148145
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	3,678.16	00148227
WENGER CORP	V6405024	4310	460.09	00148184
			1,666.88	00148398
		4410	3,084.88	00148146
			738.77	00148184
			9,015.16	00148823
WEST ED	V6406252	5880	7,621.20	00148824
WESTERN HIGH SCHOOL ASB	V6405044	5880	5,990.00	00148399
		8699	141.41	00148825
WESTERN PSYCHOLOGICAL SERVICES	V6405047	4310	9,854.08	00148213
WESTRUX INTERNATIONAL INC	V6405053	4370	355.43	00148826
		4375	(107.71)	00148450
		4376	1,114.86	00148450
			187.84	00148826
		4385	329.33	00148826
WIDESPREAD ELECTRICAL SALES LLC	V6413027	4355	199.34	00148827
WILSON LANGUAGE TRAINING	V6405084	4310	184.05	00148340
WINZER	V6412060	4375	752.95	00148451
			243.69	00148828
WOHLGEMUTH, KATHLEEN	V6406945	5210	78.00	00148829
WOLVERINE FENCE COMPANY INC	V6410121	5610	12,500.00	00148492
		6490	14,900.00	00148842
WON DOOR CORPORATION	V6410701	5610	931.00	00148341
WOODCRAFT	V6405102	4355	111.98	00148185
			157.92	00148830
WRESTLINGMART.COM	V6408073	4310	6,698.87	00148400
XEROX CORPORATION	V6405129	5620	3,109.70	00148342
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00148186

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	642.45	00148187
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	2,877.00	00148572
YETT, JESSICA	V6412457	5210	151.95	00148248
ZISKO, AMBER	V6406552	5220	27.80	00148188
ZONAR SYSTEMS INC	V6412168	5610	34,526.28	00148452
<b>GENERAL FUND (0101)</b>			<b>5,859,027.50</b>	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	544,391.80	00148637
CRISP IMAGING	V6408990	6241	4,005.69	00148831
CULVER NEWLIN	V6411589	4310	92,730.37	00148832
		4410	87,770.94	00148832
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	169,835.00	00148411
DOUGHERTY DOUGHERTY ARCHITECTS LLP	V6412384	6212	292,007.71	00148638
			8,852.14	00148685
			9,102.27	00148833
ENVIRONMENTAL REMEDIATION CONTRACTORS INC.	V6411629	6299	2,700.00	00148639
GHATAODE BANNON ARCHITECTS	V6408656	6276	1,265.44	00148834
HAULAWAY STORAGE CONTAINERS INC.	V6410468	6274	293.80	00148737
JOHNSON FAVARO	V6412904	6212	3,168.00	00148249
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6273	5,525.00	00148640
		6276	11,122.00	00148640
		6291	16,400.00	00148640
RED HAWK SERVICES	V6412861	6165	214,439.49	00148189
REVOLVING CASH FUND	V6405190	6274	610.00	00148738
RMA GROUP	V6412381	6251	15,559.00	00148641
		6276	3,658.00	00148641
RUHNAU RUHNAU CLARKE	V6412249	6212	10,038.21	00148642
			23,357.14	00148835
STEELCRAFT	V6412937	6274	1,709.20	00148214
UNITED PAVING	V6412925	6165	38,676.40	00148250
US AIR CONDITIONING DISTRIBUTORS	V6404317	6276	4,797.03	00148190
VITAL INSPECTION SERVICES INC	V6412251	6276	2,349.00	00148739
		6291	8,505.00	00148739
<b>GO BOND FUND (2124)</b>			<b>1,572,868.63</b>	
COOPERATIVE STRATEGIES	V6412924	5810	8,000.00	00148493
FENSCO SERVICES INC	V6412421	6126	4,259.00	00148343
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6211	170.00	00148643
		6273	2,975.00	00148643
		6291	3,666.00	00148643
ORANGE COUNTY REGISTER	V6403461	5880	1,177.32	00148644
PUBLIC ECONOMICS INC	V6403787	5810	3,807.65	00148836
SCHOOL FACILITY CONSULTANTS	V6404158	5810	2,390.00	00148228
STORAGECONTAINER COM	V6412173	5620	100.00	00148147
<b>CAPITAL FACILITIES FUND (2525)</b>			<b>26,544.97</b>	
AMERICAN FENCE COMPANY INC	V6407611	6274	107.80	00148686
C TECH CONSTRUCTION INC.	V6410905	6165	540.00	00148837
CONTAINER ALLIANCE	V6412976	4410	22,241.50	00148645
CRISP IMAGING	V6408990	6241	2,463.00	00148838
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	13,460.00	00148412

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GHATAODE BANNON ARCHITECTS	V6408656	5810	5,807.50	00148357
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	4,399.00	00148646
P2S ENGINEERING INC	V6411662	6212	14,500.00	00148251
ROSEBURROUGH TOOL CO. INC	V6404014	4355	1,101.47	00148344
		6165	584.27	00148344
RUHNAU RUHNAU CLARKE	V6412249	6212	575.36	00148345
			1,440.42	00148647
			10,655.95	00148839
VITAL INSPECTION SERVICES INC	V6412251	6291	648.00	00148740
<b>CAPITAL FACILITIES RDA FUND (2545)</b>			<b>78,524.27</b>	
DOUGHERTY DOUGHERTY ARCHITECTS LLP	V6412384	6212	17,782.09	00148687
<b>SCHOOL FACILITIES FUND (3535)</b>			<b>17,782.09</b>	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6212	20,319.60	00148413
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6271	255.00	00148648
<b>SPECIAL RESERVE FUND (4041)</b>			<b>20,574.60</b>	
AUHSD	V6400400	5890	9,397.01	00148494
GATEWAY URGENT CARE CENTER	V6407482	5890	146.56	00148495
OCCUPATIONAL HEALTH CENTERS	V6406429	5890	367.05	00148573
<b>WORKERS COMPENSATION FUND (6768)</b>			<b>9,910.62</b>	
AUHSD	V6400400	5891	551,877.43	00148148
			812,652.20	00148283
			1,110,543.22	00148496
			1,681,714.49	00148688
		9135	1,400,000.00	00148840
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	12,643.66	00148272
EXPRESS SCRIPTS INC.	V6410974	5895	143,055.29	00148191
			196,126.27	00148284
			192,615.44	00148414
			205,619.45	00148741
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,733.88	00148497
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	154,112.70	00148401
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	9,587.49	00148649
UNITED STATES TREASURY	V6409991	5885	6,284.72	00148742
VISION SERVICE PLAN	V6404956	5464	51,591.04	00148149
<b>HEALTH &amp; WELFARE INS FUND (6769)</b>			<b>6,541,157.28</b>	
GREATER ANAHEIM SELPA	V6401927	9620	215,316.00	00148273
			8,050,875.00	00148574
			7,952.00	00148743
<b>PASS THRU FUND (7676)</b>			<b>8,274,143.00</b>	
<b>GRAND TOTAL ALL FUNDS</b>			<b>22,400,532.96</b>	

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
ASB SUMMARY OF CASH BALANCES  
MAY 2018**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	330,718.85	228,059.49	1,000.00	48,899.81	277,959.30
Western	278,834.63	125,983.23	1,275.00	122,785.36	250,043.59
Magnolia	102,693.94	75,264.59	700.00		75,964.59
Savanna	120,026.22	85,761.64	500.00	262.91	86,524.55
Loara	172,732.19	65,841.67	800.00	67,560.19	134,201.86
Katella	220,544.92	134,726.71			134,726.71
Kennedy	425,880.15	302,725.62			302,725.62
Cypress	551,775.10	362,453.91	200.00	48,364.15	411,018.06
Brookhurst	25,969.68	30,977.48			30,977.48
Orangeview	39,323.54	32,556.03			32,556.03
Walker	118,565.12	108,536.04			108,536.04
Dale	51,889.37	42,904.30			42,904.30
Sycamore	35,411.84	37,476.89			37,476.89
Ball	24,088.68	20,081.54			20,081.54
South	93,516.86	73,933.86			73,933.86
Oxford	449,769.28	330,192.18	350.00		330,542.18
Lexington	69,683.44	35,203.16			35,203.16
Hope	85,088.66	84,069.04			84,069.04
Gilbert	43,526.93	42,577.37			42,577.37
<b>Total</b>	<b>3,240,039.40</b>	<b>2,219,324.75</b>	<b>4,825.00</b>	<b>287,872.42</b>	<b>2,512,022.17</b>

**Anaheim Union High School District**  
**Cafeteria Fund**  
**Financial Statements**  
**April 2018**



**Balance Sheet**  
**Anaheim Union High School District**  
04/30/2018

Account Number	Description	
<b>Asset</b>	<b>Assets</b>	
CASH		
9120	Cash-Checking	\$7,294,534.02
9122	Change Fund	\$13,330.00
9123	Petty Cash	\$50.00
<b>Total CASH</b>		<b>\$7,307,914.02</b>
RECEIVABLE		
9210	A/R - Current	\$95,073.81
9280	A/R - State	\$287,669.11
9290	A/R - Federal	\$3,734,491.69
<b>Total RECEIVABLE</b>		<b>\$4,117,234.61</b>
INVENTORIES		
9321	Warehouse Food	\$111,279.09
9322	Warehouse Commodity	\$1,931.58
9323	Warehouse Supplies	\$56,410.23
9326	School Food	\$101,769.99
9327	School Commodity	\$15.83
9328	School Supplies	\$25,027.19
<b>Total INVENTORIES</b>		<b>\$296,433.91</b>
<b>Total Asset</b>		<b>\$11,721,582.54</b>
<b>Liability</b>	<b>Liabilities and Fund Balance</b>	
LIABILITIES		
9510	A/P - Current	\$2,502,948.62
9530	A/P - Accrued Vacation	\$111,861.00
9580	Sales Tax Liability	\$5,239.23
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	(\$8,892.70)
<b>Total LIABILITIES</b>		<b>\$2,611,156.15</b>
<b>Total Liability</b>		<b>\$2,611,156.15</b>
<b>Fund Balance</b>	<b>Liabilities and Fund Balance</b>	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$5,014,217.95
<b>Total FUND BALANCE</b>		<b>\$8,885,628.07</b>
<b>Total Fund Balance</b>		<b>\$8,885,628.07</b>
<b>Current Year Profit (Loss)</b>		<b>\$224,798.30</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$11,721,582.52</b>
Show all data		

## Statement of Revenue and Expense Anaheim Union High School District

	Period 10 Ending in 04/30/2018				Period 10 Ending in 04/30/2017			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8621	\$30,498.00	1.27 %	\$314,286.00	1.59 %	\$18,997.00	0.96 %	\$292,946.75	1.51 %
Elementary - Lunch								
8632	\$8,307.25	0.35 %	\$60,070.50	0.30 %	\$7,747.25	0.39 %	\$60,541.25	0.31 %
High School - Breakfast								
8633	\$78,453.00	3.26 %	\$674,782.00	3.42 %	\$70,623.25	3.57 %	\$603,680.00	3.11 %
High School - Lunch								
8634	\$0.00	0.00 %	\$331.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
Meal Sales								
8635	\$112,010.18	4.66 %	\$952,408.62	4.82 %	\$123,902.40	6.26 %	\$1,084,951.89	5.59 %
A La Carte Sales								
8636	\$97.34	0.00 %	\$680.73	0.00 %	\$185.69	0.01 %	\$1,169.64	0.01 %
Adult Rev. - Breakfast								
8637	\$3,871.06	0.16 %	\$31,813.88	0.16 %	\$5,879.71	0.30 %	\$45,890.47	0.24 %
Adult Rev. - Lunch								
Local Revenue	\$233,236.83	9.70 %	\$2,034,372.73	10.30 %	\$227,335.30	11.48 %	\$2,089,180.00	10.77 %
Federal Reimbursements								
8200	\$405,769.05	16.88 %	\$3,237,050.99	16.39 %	\$328,038.92	16.56 %	\$3,215,536.75	16.57 %
Fed. Meal Rev.-Breakfast								
8220	\$1,531,652.34	63.70 %	\$12,496,537.69	63.26 %	\$1,245,699.62	62.90 %	\$12,196,638.62	62.87 %
Fed. Meal Rev.-Lunch								
8290	\$45,735.36	1.90 %	\$409,756.16	2.07 %	\$35,270.32	1.78 %	\$402,928.06	2.08 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,983,156.75	82.48 %	\$16,143,344.84	81.72 %	\$1,609,008.86	81.24 %	\$15,815,103.43	81.52 %
State Reimbursements								
8500	\$45,309.44	1.88 %	\$367,349.46	1.86 %	\$37,159.22	1.88 %	\$363,046.52	1.87 %
St. Meal Rev.-Breakfast								
8520	\$107,724.56	4.48 %	\$892,634.91	4.52 %	\$88,344.65	4.46 %	\$863,543.15	4.45 %
St. Meal Rev.-Lunch								
State Reimbursements	\$153,034.00	6.36 %	\$1,259,984.37	6.38 %	\$125,503.87	6.34 %	\$1,226,589.67	6.32 %
Other Revenue								
8638	(\$1,141.29)	-0.05 %	(\$9,151.56)	-0.05 %	(\$1,087.08)	-0.05 %	(\$7,471.75)	-0.04 %
Cash Over & Short								
8689	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	(\$1,710.50)	-0.01 %
Misc Fees/Contract								
8699	\$36,204.50	1.51 %	\$325,743.21	1.65 %	\$19,704.00	0.99 %	\$278,622.20	1.44 %
Spec Activity/Cater								
Other Revenue	\$35,063.21	1.46 %	\$316,591.65	1.60 %	\$18,616.92	0.94 %	\$269,439.95	1.39 %
<b>Total Revenue</b>	<b>\$2,404,490.79</b>	<b>100.00 %</b>	<b>\$19,754,293.59</b>	<b>100.00 %</b>	<b>\$1,980,464.95</b>	<b>100.00 %</b>	<b>\$19,400,313.05</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govnmt</b>								
4700	\$866,042.40	36.02 %	\$7,048,936.40	35.68 %	\$660,436.93	33.35 %	\$6,686,860.94	34.47 %
Food Purchases								
Food Purchases & Govnmt	\$866,042.40	36.02 %	\$7,048,936.40	35.68 %	\$660,436.93	33.35 %	\$6,686,860.94	34.47 %
Supplies								
4300	\$9,192.03	0.38 %	\$467,033.27	2.36 %	\$74,810.40	3.78 %	\$392,665.97	2.02 %
Materials & Supplies								
4400	\$37,754.00	1.57 %	\$116,052.81	0.59 %	\$22,344.01	1.13 %	\$159,185.37	0.82 %
Noncapitalized Equipment-Under \$5000								

## Statement of Revenue and Expense Anaheim Union High School District

	Period 10 Ending In 04/30/2018				Period 10 Ending in 04/30/2017			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4790	\$70,065.20	2.91 %	\$335,659.81	1.70 %	\$0.00	0.00 %	\$421,549.81	2.17 %
Supplies (Food)								
Supplies	\$117,011.23	4.87 %	\$918,745.89	4.65 %	\$97,154.41	4.91 %	\$973,401.15	5.02 %
Salaries								
2200	\$739,925.14	30.77 %	\$6,382,094.20	32.31 %	\$732,787.91	37.00 %	\$6,430,390.09	33.15 %
Classified Salaries								
2300	\$43,784.49	1.82 %	\$417,015.35	2.11 %	\$40,898.20	2.07 %	\$373,708.18	1.93 %
Class.Sup/Admin Salaries								
2400	\$44,333.74	1.84 %	\$368,948.14	1.87 %	\$32,525.15	1.64 %	\$330,087.60	1.70 %
Clerical/Office Salaries								
2550	\$12,429.00	0.52 %	\$111,861.00	0.57 %	\$12,429.00	0.63 %	\$111,861.00	0.58 %
Food Service Vacation Pay								
Salaries	\$840,472.37	34.95 %	\$7,279,918.69	36.85 %	\$818,640.26	41.34 %	\$7,246,046.87	37.35 %
Benefits								
3202	\$98,133.06	4.08 %	\$869,957.97	4.40 %	\$85,297.68	4.31 %	\$751,318.11	3.87 %
PERS, Classified Position								
3302	\$62,259.26	2.59 %	\$542,012.48	2.74 %	\$61,401.30	3.10 %	\$542,352.57	2.80 %
OASD/MED/Classified Position								
3402	\$204,065.24	8.49 %	\$1,967,767.62	9.96 %	\$193,275.18	9.76 %	\$1,916,483.23	9.88 %
Hlth/Welfare, Classified								
3502	\$415.74	0.02 %	\$3,605.57	0.02 %	\$403.72	0.02 %	\$3,564.73	0.02 %
SUI, Classified Position								
3602	\$19,165.03	0.80 %	\$166,229.12	0.84 %	\$18,200.41	0.92 %	\$160,709.99	0.83 %
Workers Comp, Classified								
3702	\$0.00	0.00 %	\$0.00	0.00 %	\$676.82	0.03 %	\$676.82	0.00 %
Retire. Benefits, Classified								
Benefits	\$384,038.33	15.97 %	\$3,549,572.76	17.97 %	\$359,255.11	18.14 %	\$3,375,105.45	17.40 %
Other Expenses								
5200	\$1,441.98	0.06 %	\$14,183.29	0.07 %	\$1,489.05	0.08 %	\$15,064.49	0.08 %
Travel & Conference								
5500	\$70,011.51	2.91 %	\$222,744.61	1.13 %	\$85,014.60	4.29 %	\$230,649.03	1.19 %
Operation & Housekeeping								
5600	\$5,074.73	0.21 %	\$56,123.81	0.28 %	\$4,002.26	0.20 %	\$86,316.80	0.44 %
Rental/Lease/Repair								
5712	\$910.19	0.04 %	\$2,006.79	0.01 %	\$0.00	0.00 %	\$0.00	0.00 %
Graphic Arts								
5800	\$0.00	0.00 %	\$141,068.89	0.71 %	\$0.00	0.00 %	\$235,359.86	1.21 %
Prof. Consult Service								
5900	\$233.52	0.01 %	\$21,550.67	0.11 %	\$106.40	0.01 %	\$14,204.69	0.07 %
Fax, Pager, Postage								
Other Expenses	\$77,671.93	3.23 %	\$457,678.06	2.32 %	\$90,612.31	4.58 %	\$581,594.87	3.00 %
Capital Outlay								
6500	\$213,184.46	8.87 %	\$274,643.49	1.39 %	\$40,842.56	2.06 %	\$74,172.79	0.38 %
Equipment- Over \$5000								
Capital Outlay	\$213,184.46	8.87 %	\$274,643.49	1.39 %	\$40,842.56	2.06 %	\$74,172.79	0.38 %
<b>Total Expense</b>	<b>\$2,498,420.72</b>	<b>103.91 %</b>	<b>\$19,529,495.29</b>	<b>98.86 %</b>	<b>\$2,066,941.58</b>	<b>104.37 %</b>	<b>\$18,937,182.07</b>	<b>97.61 %</b>
<b>Net Profit (Loss)</b>	<b>(\$93,929.93)</b>	<b>-3.91 %</b>	<b>\$224,798.30</b>	<b>1.14 %</b>	<b>(\$86,476.63)</b>	<b>-4.37 %</b>	<b>\$463,130.98</b>	<b>2.39 %</b>

Show all data

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**and**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**on behalf of**  
**UNIVERSITY OF CALIFORNIA, IRVINE**

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The Memorandum of Understanding that follows is a formal agreement to work together to provide data for research purposes and provide accountability for UC Irvine programs occurring at Anaheim Union High Schools. The UC Irvine School of Education and the Center for Educational Partnerships has a longstanding partnership with Anaheim Union High School District (“The District”). The District has provided data to answer faculty and student research questions and provide program accountability in the past. This MOU will allow The District to propose research questions, which could then be answered by UC Irvine faculty and students in addition to providing accountability for UC Irvine ran programming.

**THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

The Family Educational Rights Privacy Act (“FERPA”) permits the release of personally identifiable student data without prior written parental consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instructions, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representative of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” 20 USC 1232g(b)(1)(F). each party agrees to comply with FERPA in its performance of this MOU.

**DATA SHARING**

To accomplish the purposes stated above Anaheim Union High School District and The Regents of the University of California, on behalf of the Center for Educational Partnerships (CFEP) at the University of California, Irvine (“University”), will share student and teacher level data for purposes of research and program evaluation. The Center for Educational Partnerships will annually inventory Anaheim Union High School District’s student and teacher databases each academic year. At that time, Anaheim Union High School District and the Center for Educational Partnerships will work jointly to determine the provisions of the database requirements for delivery to the Center for Educational Partnerships. CFEP will share student and teacher level data with the UC Irvine School Education in response to research projects designed with the District.

***Data Requirements and Delivery for each Academic Year***

**Anaheim Union High School District** agrees to provide the Center for Educational Partnerships (“CFEP”) with the following student and teacher level data elements (“Shared Data”) for all students attending **Anaheim Union High School District**:

Student name, student State or District ID number, date of birth, home address, gender, ethnicity, English language fluency (including redesignation dates), free and reduced lunch information, parent education level, grade level, school code, course code, classroom code, attendance, enrollment status, academic records, cumulative GPA, special education status, standardized test scores, local/interim assessments, graduation status, graduation date, language spoken at home, college clearinghouse data. Teacher name, district/employee ID number, SSN, home address,

certifications, experience, hiring information, separation information, absence type (e.g., personal leave, illness, professional development, family medical leave, jury duty, etc.), the total absence duration, whether the absence was full-day or part day, whether the absence was covered by a substitute or some other way (e.g. kids divided into other classrooms, class covered by administrator, or if it had no sub/other coverage), gender, ethnicity, attendance, evaluations, classroom code.

Additional data elements not described herein will be reviewed on a case-by-case basis and provided through mutual agreement.

Student and teacher data will be delivered using a secure server file transfer protocol (FTP) directly from Anaheim Union High School District to the Center for Educational Partnerships.

With AUHSD's approval, AUHSD data may be matched to other administrative data. In these instances CFEP shall use a secure, mutually agreed upon means and schedule of transferring confidential information.

The Center for Educational Partnerships agrees to share with Anaheim Union High School District statistical and/or research findings generated by the Center for Educational Partnerships from the Shared Data.

#### **CONFIDENTIALITY**

Student records contain sensitive information, the disclosure of which is governed by California Education Code section 49060 et seq. and implementing regulations contained in title 5 of the California Code of Regulations, "Directory information," as defined in Education Code section 49061, subdivision (c) may be released pursuant to Governing Board policy.

Pupil record information, as defined in Education Code section 49061, subdivision (b), may be released by the College on a limited basis. The parties agree and acknowledge that the Center for Educational Partnerships, acting on behalf of UCI, is an "*organization conducting studies for, or on behalf of, educational agencies or institutions for the purpose of...improving instruction,*" and on that basis the District shall provide the pupil record information to Center for Educational Partnerships. The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of instruction in the District.

In accordance with the Education Code section 49076, subdivision (b)(5), Center for Educational Partnerships shall not use pupil record information in any manner that will permit the personal identification of students by persons other than representatives of the Center for Educational Partnerships or others authorized by AUHSD. Teacher data will have the same protections. All data will be stored in a secure area in a locked office at the Center for Educational Partnerships. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student or teacher identifiers, such as name and identification number are not disclosed to others besides representatives of the Center for Educational Partnerships and others authorized by AUHSD. Student and teacher identifiers will be used for longitudinal data tracking and data linking only.

The Center for Educational Partnerships shall not release or disclose any student information to any outside research department, institution, school or individual not mentioned in the agreement under any circumstances, without express written approval of the District. Projects requiring the sharing of personal identifiable information will be clearly explained in the application to AUHSD. The Center for

Educational Partnerships shall destroy all student and teacher data when no longer needed for program evaluation purposes.

Notwithstanding, the District grants to the University the right to use the Shared Data for the University's lawful education and research purposes. This grant shall include, but not limited to, the use of de-identified Shared Data as part of the University's published works in accordance to and compliant with the terms in this section. The de-identification of the Shared Data shall include the removal of the school district, student, and teacher identification information.

#### **TERMS**

This Memorandum of Understanding shall become effective immediately when signed and remain in effect **until December 31, 2023**, with the possibility of renewal.

#### **TERMINATION**

This MOU may be terminated prior to the end of the term at the request of any party. The party initiating the termination shall provide written notice of its intent to terminate at least sixty (60) days prior to its intention to terminate. If the cause for termination is noncompliance, the party in default shall be given sixty (60) days to cure the default. Each party reserves the right, however, to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

#### **INDEMNIFICATION**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, or agents.

District, shall defend, indemnify and hold harmless THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

#### **SUBCONTRACT AND ASSIGNMENT**

Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

#### **INDEPENDENT CORPORATION STATUS**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**CALIFORNIA LAW**

This MOU shall be governed by and the rights, duties and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained by Orange County, California.

**ATTORNEY'S FEES**

If either party files any action or brings any proceedings against the other arising out of this MOU, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgement. No sum for attorney's fees shall be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to its costs or attorney's fees.

**AMENDMENT**

This Memorandum of Understanding may be amended only by written instrument signed by duly authorized representatives of the Anaheim Union High School District and The Regents of the University of California, on behalf of the University of California, Irvine.

**NOTICES**

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Center for Educational Partnerships  
University of California, Irvine  
120 Theory, Suite 150  
Irvine, CA 92697-2505

To: Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

**ADMINISTRATION OF AGREEMENT**

The Anaheim Union High School District designates Jaron Fried, his/her designee to represent the District in all matters pertaining to this Memorandum of Understanding. The Regents of the University of California, designates the undersigned or his/her/their designee to represent the University in all matters pertaining to this Memorandum of Understanding.

**SEVERABILITY**

The invalidity in whole or in part of any provision of this Memorandum of Understanding and Contract shall not void or affect the validity of any other provision of this agreement.

IN WITNESS THEREOF, The Regents of the University of California, Irvine, and Anaheim Union High School District have executed this Memorandum of Understanding and Contract as of the date first written above.

\_\_\_\_\_  
Dr. Jaron Fried  
Assistant Superintendent  
**Anaheim Union High School District**

\_\_\_\_\_  
Grace J. Park  
Subcontract Manager  
**University of California, Irvine**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erik Greenwood  
Chief Technology Officer  
**Anaheim Union High School District**

\_\_\_\_\_  
Date





## DATA SHARING AGREEMENT ADDENDUM

### PURPOSE

This data sharing agreement binds Inflexion and the Anaheim Union High School District (“AUHSD”) as part of the Hewlett Foundation Research Practice Partnership (“Hewlett RPP”) project. Both Inflexion and AUHSD will be responsible for collecting, compiling, storing, and sharing data that will advance the project’s goals.

Data are an integral part of the Hewlett RPP project. Formative data will guide decisions during the duration of the project and will inform any midcourse adjustments that need to be made. Summative data will also allow the partnership to assess the effectiveness of its approach to promoting deeper learning competencies—particularly, reflective practice—in AUHSD secondary schools. Because the Hewlett RPP project is a research-practice *partnership*, both AUHSD and Inflexion will commit to maximum sharing and transparency of data.

The agreement put forth in this data sharing agreement will stay in effect for the duration of the grant-sponsored project activities—from **June of 2018 to December of 2020**—unless revised. AUHSD will provide data from the selected schools—Anaheim HS, Ball JHS, Dale JHS, Katella HS, Loara HS, Savanna HS, South JHS, Brookhurst JHS—during the course of the grant period. As project needs change over the duration of the project and as agreed upon by AUHSD and Inflexion, AUHSD will provide data from other schools not listed above that will ensure the successful and complete execution of project activities and goals.

### DATA DETAILS

#### *Annual data requested from AUHSD*

- Student-level data for each participating school includes the following:
  - A unique, permanent identifier (ID number) assigned to each student that protects his or her identity
  - Basic demographic data that include, at a minimum:
    - Gender
    - Race/ethnicity
    - Grade level
    - ELL status
    - SPED status
      - Disability (yes/no)
      - Gifted (yes/no)
  - Attendance data that include, at a minimum:
    - Number of days tardy in at least one class
    - Number of days marked absent in at least one class
  - Behavior data that include, at a minimum:

# inflexion

- Suspensions
- Referrals
- Achievement data that include, at a minimum:
  - Standardized test scores
  - Grade point average overall
  - Grade point average only 4 core subjects: English, social studies, mathematics, science
  - PSAT, SAT, ACT scores if available

Each student-level data set provided by each school must have the same format (i.e., each row of data represents a unique student).

## ***Human subjects data to be collected by Inflexion***

- From individual students
  - Opportunity to reflect survey
  - Self-regulation surveys
  - Motivation surveys
  - Focus groups (size and membership of groups yet-to-be-determined)
- From individual teachers
  - Innovation configuration (IC) map self-assessments
  - Teacher interviews
- From school leadership teams
  - School leadership team interviews

## ***Non-human subjects data to be collected by Inflexion***

- From school leadership teams
  - IC map self-assessments
- Observations (to be conducted by trained research staff)
  - Selected classrooms
  - Schools
  - Staff and public meetings
- Documents and other artifacts provided by schools/classrooms for analysis by Inflexion

## **DATA SECURITY**

***De-identification.*** All student-level data shall be de-identified. That is, data sets that are used for analysis purposes shall not include any information that would personally identify any student. Subgroups will not be defined, and results of analyses will never be publicly reported, in a manner that would reveal the identity of any student. Often, student-level data sets will include a unique identifier, such as a numerical student ID, that allows researchers to track the progress of each individual student over time,



without having to use the student's actual name or a combination of demographic characteristics data that could identify the student. Data from student groupings with fewer than 10 members will be suppressed in reporting to maintain student privacy.

**IRB.** Prior to collection of human subjects data, approval from an Institutional Review Board ("IRB") shall be obtained by Inflexion.

**Storage.** Data will be stored on secure, password-protected servers that are backed up daily.

**Access.** Only individuals who are on the Hewlett RPP project team shall be granted access to data.

## **CONFIDENTIALITY**

Confidential AUHSD Information/Data is defined as any information or data that Inflexion creates, obtains, accesses, receives, or uses in the course of its performance of the MOU which include, but may not be limited to: student identification number; social security number; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g (FERPA), California Assembly Bill 1584 or any other applicable federal or state law or regulation. Application and / or system functionality and automatically generated content that include any confidential AUHSD Data must have mechanisms to comply with FERPA, California state statutes or any other applicable federal or California law or regulation.

## **TIMING**

Inflexion will collect data from students, teachers, school leadership teams, and schools/classrooms at multiple times during the academic year. Inflexion and AUHSD will work together to arrange a data collection schedule that allows the research team to draw the strongest possible conclusions from the data and is convenient for students, teachers, and school leadership teams.

AUHSD will provide student-level data for each participating school at the end of each semester. Acknowledging that it will take some time to process and prepare the data in a format that will facilitate data analysis, AUHSD will strive to provide these data no later than four weeks following the end of each semester.

## **APPROVED USE**

Data generated as part of the Hewlett RPP project will be used only for research purposes. Data will not be used under any circumstances as a metric for teacher or school performance, evaluation, or adverse employment action.

# inflexion

Signed for and on behalf of:

**Anaheim Union High School District**

501 N. Crescent Way

Anaheim, CA 92801

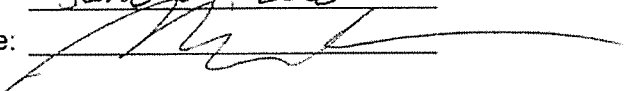
By: Dr. Jaron Fried  
Title: Assistant Superintendent  
Date: 7-12-18  
Signature: \_\_\_\_\_

Signed for and on behalf of:

**Inflexion**

1700 Millrace Drive

Eugene, OR 97403

By: MATI Coleman  
Title: EXECUTIVE DIRECTOR  
Date: June 27, 2018  
Signature: 

Memorandum of Understanding Between  
The Orange County Superintendent of Schools  
And  
“Anaheim Union High School District”  
2018-2019

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Anaheim Union High School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2018, and ending June 30, 2019.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2018-2019 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.



7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with

OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2018 through June 1, 2019. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11<sup>th</sup>) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

#### 11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and

Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's

responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall

provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.



16. Estimated Billing

The estimated billing for 2018-2019 will be based on actual information for 2017-2018 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2018-2019

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education  
Special Education Division  
200 Kalmus Drive  
Costa Mesa, CA 92626  
Attn: **Dennis Roberson**  
**Chief, Special Education Services**  
Fax: (714) 545-6312  
Phone: (714) 966-4129

District: Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92803  
Attn: Janet Queneau, Special Youth Services, Director  
Fax: (714) 999-0622  
Phone: (714) 999-3527

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
OCDE - [NAME]

Anaheim Union High School District  
DISTRICT - [NAME]

BY: \_\_\_\_\_  
(Authorized Agent)

BY: \_\_\_\_\_  
(Authorized Agent)

DATE: \_\_\_\_\_

DATE: 7/13/18

DATE APPROVED BY COUNTY  
SUPERINTENDENT OR DISTRICT BOARD:

\_\_\_\_\_

cc: SELPA

APPROVED AS TO FORM:
DATE: <u>5/14/18</u>
LYSA M. SALTZMAN, COUNSEL ORANGE COUNTY DEPARTMENT OF EDUCATION
BY: <u>[Signature]</u> ATTORNEY

**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>2018-19 Adopted Budget</b>	<b>Object</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2017-18</b>	<b>2018-19</b>
2017-18 proj average enrollment 410					
2017-18 average year-to-date 391.7					
2018-19 proj average enrollment 400	<b>Code</b>	<b>Actuals</b>	<b>Adopted Budget</b>	<b>Estimated Actuals</b>	<b>Adopted Budget</b>
Restricted Fund Balance Low Incidence	9791	184,973	169,473	184,878	170,378
Reserve for Economic Uncertainty	9791	946,973	904,802	901,036	904,689
<b>Total Beginning Balance</b>	<b>9791</b>	<b>1,131,946</b>	<b>1,074,275</b>	<b>1,085,913</b>	<b>1,075,067</b>
<b>Revenue</b>					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,595,410	1,587,528	1,582,460	1,582,126
<b>AB602 Allocation</b>		<b>1,595,410</b>	<b>1,587,528</b>	<b>1,582,460</b>	<b>1,582,126</b>
Prior Year Apportionment	8319	(2,554)			-
<b>Other State Revenue</b>		<b>(2,554)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Interagency Fees Bill Back to Districts	8677	19,466,213	21,100,333	19,820,071	21,717,904
Interagency Fees Special Circumstance Aids	8677	4,758,022	4,807,245	4,740,924	5,231,816
Interagency Fees - Contracts	8677	137,729	100,000	100,000	100,000
Registration & Misc. Fee	8689	5,550	5,550	3,850	-
Other Local Revenue/EE contract	8699	7,160	9,091	7,644	-
Other Revenue/Tuition	8710	3,435,589	3,506,789	3,499,895	3,748,839
Tuition - Prior Year	8711	(63,056)			-
<b>Other Local Revenue</b>		<b>27,747,208</b>	<b>29,529,008</b>	<b>28,172,384</b>	<b>30,798,559</b>
Contribution from Unrestricted	8980		318,333		-
Contribution for Indirect	8981	500,021	535,830	505,365	542,134
Contribution frm Special Ed/absence factor	8986	441,951	441,951	441,951	441,951
Contribution from Restricted	8990	77,352	117,227	39,449	23,718
Contribution to Restricted Routine Maint.	8991	(208,837)	(369,775)	(419,318)	(419,318)
Contribution to Food Services	8992	(162,054)	(184,041)	(174,799)	(190,169)
Contribution to Special Ed	8993				
<b>Total Contributions</b>		<b>648,433</b>	<b>859,525</b>	<b>392,648</b>	<b>398,316</b>
<b>Total Revenue</b>		<b>31,120,442</b>	<b>33,050,336</b>	<b>31,233,406</b>	<b>33,854,068</b>

**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>Expenditures</b>					
Teachers Salaries	1100	5,930,746	5,722,087	5,415,705	5,624,786
Pupil Support Salaries	1200	1,361,995	1,126,975	1,150,057	1,146,745
Supervisor/Administrators	1300	936,448	1,170,367	1,114,706	1,219,843
Other Certificated	1900	1,252,058	1,312,485	1,310,911	1,305,620
<b>Total Certificated</b>		<b>9,481,246</b>	<b>9,331,914</b>	<b>8,991,379</b>	<b>9,296,994</b>
Instructional Assistants	2100	7,310,610	7,517,760	7,486,869	7,817,713
Classified Support Salaries	2200	703,861	721,248	722,481	729,144
Supervisors/Managers	2300	532,161	524,679	544,753	534,130
Clerical/Technical	2400	722,017	741,170	797,152	791,165
Short term Sub	2900	22,759	25,150	2,688	2,494
<b>Total Classified</b>		<b>9,291,408</b>	<b>9,530,007</b>	<b>9,553,943</b>	<b>9,874,646</b>
STRS/PERS	3100-3200	2,371,965	2,632,592	2,585,614	2,986,198
Medicare and PARS	3300	268,038	277,962	281,504	282,197
Health and Welfare	3400	4,492,258	4,634,799	4,416,714	4,868,955
Unemployment	3500	9,341	9,440	9,561	9,645
Worker's Comp	3600	253,677	318,134	324,457	327,526
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	35,057	30,862	37,904	38,455
<b>Total Benefits</b>		<b>7,430,337</b>	<b>7,903,789</b>	<b>7,655,754</b>	<b>8,512,976</b>
Textbooks	4100	-	200	-	1,500
Other Books	4200	91	580	580	580
Materials and Supplies	4300	140,284	1,136,879	276,283	1,081,473
NonCapitalized Equipment	4400	33,315	40,152	42,637	50,898
<b>Total Books and Supplies</b>		<b>173,690</b>	<b>1,177,811</b>	<b>319,500</b>	<b>1,134,451</b>
Travel and Conference	5200	123,006	121,534	118,243	119,549
Dues and Membership	5300	124	1,080	1,080	1,080
Utilities	5500	162,660	201,570	207,711	219,811
Rents/Leases/Repairs	5640	365,767	378,112	303,002	303,002
Repairs/Maintenance	5600	38,208	70,811	63,519	61,840
Transfer of Direct Costs	5700	43,391	44,707	44,655	43,805
Professional/Consulting Services	5800	281,748	360,307	244,540	318,799
Communications	5900	82,431	89,252	83,964	84,753
<b>Total</b>		<b>1,097,336</b>	<b>1,267,373</b>	<b>1,066,714</b>	<b>1,152,639</b>
Improvement on Sites	6100	-	-	-	-
Buildings	6200	-	-	-	-
Capitalized Equipment	6400/6500	-	-	-	-
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Support Costs	7340	2,060,490	2,189,546	2,065,624	2,203,820
Support Contributions	7341	500,021	535,830	505,365	542,134
<b>Total Support</b>		<b>2,560,511</b>	<b>2,725,376</b>	<b>2,570,989</b>	<b>2,745,954</b>
<b>Total Expenditures</b>		<b>30,034,528</b>	<b>31,936,270</b>	<b>30,158,279</b>	<b>32,717,660</b>
Restricted Fund Balance Low Incidence	9780/9740	184,878	155,978	170,378	154,878
Reserve for Economic Uncertainty	9780/9740	901,036	958,088	904,748	981,530
<b>Ending Fund Balance</b>		<b>1,085,914</b>	<b>1,114,067</b>	<b>1,075,126</b>	<b>1,136,408</b>
Total Bill Back		19,466,213	21,100,333	19,820,071	21,717,904
Average Enrollment		403.97	410	391.7	400
Estimated Bill Back per Pupil		<b>48,187</b>	<b>51,464</b>		<b>54,295</b>

	2018-2019
1. Average number of pupils transported	246
2. Maximum number of billable days	202
3. Classified Salaries	\$ 109,348
4. Employee Benefits	\$ 37,501
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,595,000
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 4,595,000
13. Direct Support costs	\$ 171,949
14. Total Direct/Direct Support Costs	3.74%
15. Indirect Support Costs @ 1%	\$ 1,719
16. Total Transportation Cost Allocation	\$ 4,768,668
17. State Transportation Entitlement Projected Reduction	\$ 1,626,235
18. Beginning Fund Balance	\$ -
Total	\$ 1,626,235
19. Excess Transportation Cost	\$ 3,142,433
19a. *Per Pupil Excess Cost Line 19/Line 1	\$ 12,774
19b. *Per Day Excess Cost Line 19a/Line 2	63.24

\*Per pupil cost is an estimate. Actual cost is determined by average daily rate x # of days  
Note: If additional funding for transportation is received, the cost will be reduced.



**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this:

12<sup>th</sup> day of July 2018

by and between

Orange County Human Relations Council

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;  
and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

The Orange County Human Relations Council will provide training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus environment (staff, parents, students) where all stakeholders feel respected. Services include, but are not limited to: a leadership orientation, a task formation, all-day student retreats, faculty in-services, planning and implementation of strategies for parent outreach and involvement, assistance in the planning of school wide project(s), and student conflict resolution and anger management, and/or facilitator training for the Bridges program. The Bridges program trains participants to use positive peer support and to promote inter-group understanding and sensitivity, and how to implement restorative practices.

Site/School: Servite High School Funds (Cost Center): Title II (3992)

2. List of Other Supportive Staff or Consultants:

No other support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date: August 1, 2018

and shall diligently perform as specified and complete performance by:

Date: June 30, 2019

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Servite High School staff will assist the consultant in the development and implementation of a yearly needs assessment, to be administered prior to the presentation, in order to customize the training to meet Servite High School needs.

5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	90 staff members 800 students Estimated 450 parents	# hours per day:	2	# of days:	70
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

As a result of the training, Servite High School will: (1) create a safe and inclusive community; (2) develop diverse leaders; (3) mediate conflict and encourage dialogue; (4) build an environment in which mutual understanding and respect are the foundation, and (5) restorative practices training.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

The Orange County Human Relations Council has expertise in working cooperatively with school communities, including parents, teachers, administrators, and staff to achieve better inter-ethnic human-relations.

List any technical support that will need to be supplied by District:

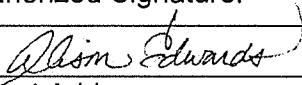
Servite High School will provide the consultant with technical support, as needed.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
<b>Orange County Human Relations Council</b>		<b>Anaheim Union High School District</b>	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
<b>Alison Edwards/SIRP Programs Director</b>		<b>Dr. Jaron Fried</b>	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
<b>1300 S. Grand Ave., Bldg. B</b>		<b>501 N. Crescent Way, P.O. Box 3520</b>	
City, State, Zip Code		City, State, Zip Code	
<b>Santa Ana, CA 92705</b>		<b>Anaheim, CA 92803-3520</b>	
Date:		Date:	
<b>May 8, 2018</b>			

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number\* or Federal Identification Number\*

	33-0438086
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\*Or, initial below:

	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
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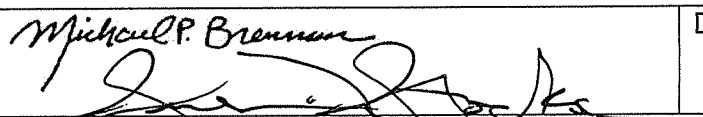
Telephone Number: E-mail Address:

(714)567-7470 or (714)567-7566	Alison@ochumanrelations.org
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	May 14, 2018
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## Memorandum of Understanding

This Memorandum of Understanding (MOU) is made by and between SETI Institute, of 189 North Bernardo Ave Suite 100, Mountain View, California 94043, and Anaheim Union High School District, 501 N. Crescent Way; Anaheim, CA 92801

### Background

The SETI Institute is a nonprofit scientific and educational organization founded in 1984 with the mission statement: *“to explore, understand, and explain the origin and nature of life in the universe, and to apply the knowledge gained to inspire and guide present and future generations. We have a passion for discovery, and for sharing knowledge as scientific ambassadors to the public, the press, and the government.”*

The SETI Institute has substantial experience in curriculum development and educator professional development (PD) programs. The SETI Institute has received NASA funding to conduct the Airborne Astronomy Ambassador (AAA) education program that harnesses the unique and inspirational attributes of NASA’s Stratospheric Observatory for Infrared Astronomy (SOFIA) to effectively engage learners in NASA science education programs and activities, improve science teaching, and impact student standards-based classroom outcomes. SOFIA is an extensively modified Boeing 747SP carrying a 2.5-meter (100-inch) reflecting telescope, the largest airborne observatory in the world, capable of making observations that are impossible for even the largest and highest ground-based telescopes. SOFIA’s onboard facilities include a console dedicated for use by teachers in the AAA program.

### Purpose

The purpose of this MOU is to establish an agreement between the SETI Institute and Anaheim Union High School District that will foster: (1) development and delivery of science teacher professional development (PD), (2) support classroom implementation of a NASA AAA science curriculum, (3) enable measurement of student standard-based learning outcomes in terms of understanding specific science concepts, crosscutting ideas, and science practices; and enable measurement of student attitudes toward STEM, STEM learning, and STEM careers.

The above goals will be accomplished via the work and activities described below.

### Scope of Work

The SETI Institute will use their contractor WestEd for evaluation services throughout this program, as specified below. Please note that any and all student assessment and evaluation data gathered will be aggregated and anonymous, with no associated individual student identification.

#### I. AAA Teacher Participant Selection

Teachers eligible for AAA participation in 2019 (SOFIA Cycle 7) nominally will be entering at least their 3<sup>rd</sup> year of service in fall 2018, with high school teaching assignments including at least two classes of Physics (other than AP Physics), Physics of the Universe (or other integrated model), Astronomy, and/or Earth & Space Science. Qualifying courses must include a curriculum component that addresses the electromagnetic spectrum and/or astronomy. Teachers must be assigned to teach these courses during the 2019-20 school year. (Note: Selected teacher participants must also receive final approval from NASA HQ. The number of participants from each district are TBD.)

**Anticipated timeline:** AAA application and selection processes will occur during fall 2018; selected AAA teacher participants (AAAs) will be announced by December 2018.

#### Roles and Responsibilities

- **SETI Institute:**
  - Coordinate and oversee online application processes and teacher agreement documents.
  - Upon closure of the application deadline, the SETI Institute will compile applications for Anaheim Union High School District, AAA program staff, WestEd, and NASA HQ for review and selection.

## Memorandum of Understanding

Performed by WestEd under the SETI Institute:

- Receive and review applications with AAA program staff during selection process.
- **Anaheim Union High School District:**
  - Disseminate program opportunity and application information.
  - Vet teacher eligibility and participate in teacher selection process.

### II. AAA Teacher Participant Preparation and Professional Development

(Includes NASA SOFIA content, 3-dimensional science lessons, and curricular component training.)

Anticipated teacher PD commitments are to a blended learning experience extending from **January through July of 2019** comprised of: (1) approximately 6 biweekly webinars, (2) approximately 25 hours of asynchronous online content learning, and (3) a day-long in-person workshop (location TBD).

#### Roles and Responsibilities

- **SETI Institute:**
  - Pay any online training course registration fees, if applicable.
  - Plan, coordinate, and deliver NASA SOFIA-specific content (electromagnetic spectrum; multi-wavelength astronomy) and hands-on curriculum component training and preparation through a blend of web-based synchronous and asynchronous sessions plus a full-day, in-person workshop.
  - Certify, via letter to each AAA total PD hours of program participation, before, during, and after the SOFIA flight(s).
  - Provide science activity materials for schools/districts to keep.
  - Provide other curriculum support, as needed.

Performed by WestEd under the SETI Institute:

- Interview select AAAs on the sufficiency of support materials and PD exposure.
- Survey all AAAs on the sufficiency of support materials and PD exposure.
- **Anaheim Union High School District:**
  - Support selected AAAs' commitment to complete program PD and other flight week preparations.
  - Provide district liaison (district science coordinator or equivalent) to facilitate and monitor teachers' participation in the project.
  - Optional: District liaison travel expenses and time for in-person workshop participation.

### III. AAA Teacher Participant SOFIA Flight Week

(Intensive STEM immersion experience)

AAAs will participate in an intensive flight week experience in Palmdale, CA, during fall 2019 (SOFIA Cycle 7). During this week, AAAs will be out of their classroom. Flight weeks will include two scheduled overnight flights aboard SOFIA, NASA facility tours, and meetings with Subject Matter Experts (scientists and engineers). AAAs will participate in SOFIA flight weeks in groups (usually of 4 AAAs), and are scheduled taking AAA availability into account. Note: SOFIA flight schedules are not under the control of the AAA program. The program is committed to insuring a minimum of one SOFIA flight for all AAAs, which might require rescheduling and a return visit to Palmdale.

#### Roles and Responsibilities

- **SETI Institute:**
  - Coordinate submission of NASA SOFIA forms and other documents required for flight participation.
  - Provide flight facilitator and official NASA escort during all aspects of flight week. During flight week, the AAAs will: (1) Fly on one or more overnight observing mission(s) aboard SOFIA during the fall of 2019; (2) participate in pre- and post-flight trainings and meetings associated with the flight.
  - Provide AAA travel expenses, housing (private room), and meals for required pre-flight meetings, flight, and required post-flight meetings costs.
  - Provide and foster access for AAA participants to NASA Subject Matter Experts (SMEs: scientists, engineers, and other professionals)
  - Lead and coordinate all media and NASA public affairs actions related to AAA program participation.

## Memorandum of Understanding

Performed by WestEd under the SETI Institute:

- Observe AAA experiences with SETI Institute-created support materials during select flight week.
- Interview select AAAs during flight week.
- **Anaheim Union High School District:**
  - Support potential, high profile/positive media exposure during flight weeks led by SETI Institute Public Affairs manager.
  - Support selected teacher AAAs involvement in flight week activities, including providing substitute teacher coverage during AAA school absence. AAA participants will travel to SOFIA's base in Palmdale, California (near Los Angeles) for the flight week. Please note, this means leaving their classroom / work site for a week.
  - The Ambassador program depends on districts committing to the release of teachers even if flight schedules change on short notice. Cost of substitute teachers to be borne by Anaheim Union High School District.

### IV. Curriculum implementation and Measurement of Student Outcomes

AAA participants will implement the curriculum component after their flight week experience. Content will cover appropriate NASA SOFIA-related science concepts focused on the topics: the electromagnetic spectrum and multi-wavelength astronomy. Evaluation instruments will be employed to determine standards-based student learning outcomes and changes in student attitudes toward STEM.

#### Roles and Responsibilities

- **SETI Institute:**
  - Refine evaluation instruments in alignment with curriculum component and activities.
  - Provide access to NASA Subject Matter Experts (SMEs: scientists, engineers, and other professionals) for student questions, real world science guidance, and/or classroom presentations (virtual or in person) as driven by school/curriculum needs.
  - Provide continued post-flight PD activities, pending funding extension.

Performed by WestEd under the SETI Institute:

- Support and partner with the SETI Institute in refinement of test instruments, in alignment with curriculum component and activities
- Collect and analyze anonymous learning instrument data from students of AAAs.
- **Anaheim Union High School District:**
  - Support AAAs implementing NASA AAA curriculum with students in designated courses during the 2019-20 school year.
  - Support AAAs administering encoded or anonymous student pre- and post-assessments and surveys required by research/evaluation.
  - Support AAAs completing any required documentation of their curriculum implementation, feedback on any implementation issues, and feedback on the usefulness of the curriculum for their students' learning.
  - Provide SETI Institute / WestEd with anonymous student data on students of AAA teachers or schools (TBD) deemed necessary for evaluation and/or aggregated reporting. Demographics may include race/ethnicity, and free or reduced lunch status.

#### **Timeline Summary**

- (1) MOU in place before start of 2018-19 school year.
- (2) Applications of Cycle 7 AAAs accepted and reviewed during fall 2018 (exact dates TBD).
- (3) Announcement of AAA selection before end of calendar year 2018.
- (4) AAA professional development, January – July 2019.
- (5) Palmdale visits and SOFIA flight weeks, August – September 2019 (exact dates TBD).
- (6) Implementation of NASA AAA curriculum module during 2019-20 school year.

**Funding:** The MOU is not a commitment of specific funds. The SETI Institute will be responsible for AAA travel expenses, housing (private room), and meals for required pre-flight meetings, flight, and required post-flight meetings costs. Anaheim



## Memorandum of Understanding

Union High School District will absorb the cost of substitute teachers while the teachers are out of the classroom during the flight week. If Anaheim Union High School District elects to authorize travel by a science coordinator or equivalent to Palmdale, California to observe flight week events, Anaheim Union High School District will absorb travel expenses and time away from regular assignments.

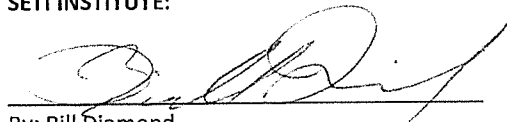
**Duration:** This MOU is at-will and may be modified by mutual consent of the authorized officials, signed below. This MOU shall become effective upon signature by the authorized officials and will remain in effect until **June 30, 2020** or until modified or terminated by mutual consent.

### DISCLAIMER

*In the event the Government does not continue the support of this MOU to allow completion of the work addressed, neither party will be liable to the other for any incurred expenses.*

This MOU is the complete agreement between parties and may be amended only by written agreement signed by each of the parties involved.

**SETI INSTITUTE:**



By: Bill Diamond  
Title: President & CEO

**Anaheim Union High School District**

\_\_\_\_\_  
By: Jaron Fried, Ed. D  
Title: Assistant Superintendent of Educational Services

Date: May 18, 2018

Date: 7/13/18



## OC Human Relations

*Building community by fostering respect, resolving conflict and pursuing equality*

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### BRIDGES PROGRAM MEMORANDUM OF UNDERSTANDING

This document represents an agreement between, Anaheim Union High School District, 501 N. Crescent Way, Anaheim CA 92803 PO Box 3520 and the Orange County Human Relations Council (OCHRC) to work together in the 2018-2019 school year for purposes of establishing a comprehensive school inter-group relations program.

The OCHRC agrees to provide services which can include but are not limited to: The BRIDGES Safe and Respectful Schools Program and Implement Restorative Justice for selected schools in the AUHSD.

The total cost for the above outlined program for the 2018-2019 academic year is \$188,500.00, this fee is due March 15, 2019. At that time a portion of the work will be completed. **AUHSD understands that it and/or the individual schools where the program is implemented will also be responsible for any transportation, food or substitute teacher costs that the program may require.**

After the program fee has been paid to OCHRC, teachers at participating BRIDGES Program schools that have met their contractual responsibilities as "BRIDGES Site Coordinators," will be paid a sum of \$1000.00 or two \$500.00 teacher stipends by OCHRC.

Signed \_\_\_\_\_, Title Assistant Supt., Date 7/13/18.

Signed , Consultant, Orange County Human Relations Council.



## OC Human Relations

*Building community by fostering respect, resolving conflict and pursuing equality*

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 CRESCENT WAY P.O. BOX 3520  
ANAHEIM, CA 92803

EXHIBIT NN

TRANSPORTATION AGREEMENT

This is to certify that guardians of student (199) ("Guardians") agree to the following method of transportation during the regular school year 2017-2018:

Guardian's will provide student transportation from their home to and from Switzer Learning Center located at 2201 Amapola Court, Torrance, CA 90501 and will be reimbursed at the rate of 0.535¢ per mile for a total of 106 miles round trip daily for up to days during 2017-2018 school year not to exceed 26 days beginning May 17, 2018 through June 22, 2018. The maximum amount approved is as follows:

$$.535 \text{ cents per mile} \times 106 \text{ mile round trip} = \$56.71 \times 26 \text{ days} = \$1,474.46$$

Invoicing to the District is required monthly, listing date of transporting student to and from Switzer Learning Center and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Guardians agree to provide a copy of their insurance policy to the District prior to transporting student. Guardians agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following person/s are authorized to transport student from their residence to and from Switzer Learning Center and back home: Guardians

Parent Signature: Signature on original Date: \_\_\_\_\_  
Guardian

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Janet Queneau, Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Special Youth Services

Board Approved: \_\_\_\_\_  
Date

**Instructional Materials Submitted for Adoption**  
**Thursday, July 12, 2018**  
**June 15, 2018-July 12, 2018**

<b>Curriculum</b>	<b>Basic/ Suppl.</b>	<b>Course Name (Number)</b>	<b>Grade</b>	<b>Title</b>	<b>Publisher</b>
English	Suppl.	Analysis of Comedy in Culture (#1682)	12	<i>Twelfth Night (Folger Shakespeare Library Series)</i>	Simon & Schuster Paperbacks
English	Suppl.	English 4 (#1550)	12	<i>Othello</i>	Washington Square Press
English	Suppl.	English 7 (#1330)	7	<i>On My Honor</i>	Houghton Mifflin Harcourt
English	Suppl.	English 8 (#1350)	8	<i>Like Water on Stone</i>	Random House
Math	Basic	Math 3 (#3725) Math 3A (#3723) Math 3-4 (HP) (#3726)	9-12	<i>High School Math Solutions: Integrated Math 1</i>	Carnegie Learning
Math	Basic	Math 4 (#3735) Math 3-4 (HP) (#3726) Math 4-5 (HP) (#3756)	9-12	<i>High School Math Solutions: Integrated Math 2</i>	Carnegie Learning
Social Science	Basic	World History and Geography (#2440)	7	<i>World History: Medieval and Early Modern Times</i>	National Geographic Learning
Social Science	Basic	World History, Geography, and Culture (#2610)	10	<i>World History, Culture, and Geography: The Modern World</i>	McGraw Hill

**SCHEDULE A**

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030  
Regular School Year 2017-2018**

<b>STUDENT</b>	<b>DOB</b>	<b>GRADE</b>	<b>BOARD APPROVAL DATE</b>	<b>NONPUBLIC SCHOOL</b>	<b>TOTAL CONTRACT COST*</b>
1718-199	9/20/2005	7	7/12/2018	Switzer Learning Center	\$10,000.00

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**Field Trip Report**

Board of Trustees

July 12, 2018

- 1. Cypress High School: Spirit Squad (72 female students)  
 Adviser/Lead Chaperones: Eric Galvan (male) and Nikki Bacon (female)  
 Chaperones: Sierra Ledesma (female), Shari Scott-Sawyer (female), Anjanette Maldonado (female), Bridget Bacon (female), Silvia Fernandez (female), Margaret Dumadag (female), Carla Torres (female), Taylor Eliot (female), and Joanna DeCleene (female)

To: Sheraton Fairplex Hotel and Conference Center, Pomona, CA  
 Dates: July 29, 2018 to August 1, 2018  
 Purpose: Cheer and Song Summer Camp  
 Expenses: Parent/Student- registration, meals, transportation, accommodations

Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0

- 2. Katella High School: Cross Country (7 female students)  
 Adviser/Lead Chaperone: Kristen Goossens (female)  
 Chaperone: Carly Smith (female)

To: Woodward Park, Fresno, CA  
 Dates: October 5, 2018 to October 6, 2018  
 Purpose: Clovis Cross Country Invitational Competition  
 Expenses: Booster Club Fundraisers-registration, meals, transportation, accommodations, substitutes

Number of school days missed for this trip: 1  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 1

- 3. Kennedy High School: Cross Country (14 students-7 male, 7 female)  
 Adviser/Lead Chaperone: Daniel Sanchez (male)  
 Chaperone: Kaela Crone (female)

To: Big Bear, CA  
 Dates: July 23, 2018 to July 28, 2018  
 Purpose: Summer Camp  
 Expenses: Parent/Student-meals, transportation, accommodations

Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0

**Field Trip Report**

Board of Trustees

July 12, 2018

4. Kennedy High School: Cheer/Song (28 students-1 male, 27 female)  
Adviser/Lead Chaperone: Gloria Rodriguez (female)  
Chaperones: Sarah Anderson (female), Shantani More (female), Amanda Vela (female), and Rafael Santiago (male)
- To: University of California, Irvine  
Dates: July 26, 2018 to July 29, 2018  
Purpose: Summer Camp  
Expenses: Parent/Student-registration, meals, transportation, accommodations
- Number of school days missed for this trip: 0  
Number of school days missed previously: 0  
Total number of days missed by this group: 0
5. Loara High School: Band (127 students-64 male, 63 female)  
Adviser/Lead Chaperone: Scott Domingues (male)  
Chaperones: Jack Jensen (male), Paul Chylinski (male), Matthew Gray (male), Sam Moreno (male), Saul Barraza (male), Spencer Reyes (male), Bill Schroeder (male), Allyson Kahl (female), Kla Cook (female), Debbie Miller (female), Julie Renfrow (female), Tammy Sajona (female), Karla Gutierrez (female), Elizabeth Barraza (female), Yadira Coronado (female), and Margaret Martinez (female)
- To: Ponderosa Pines Christian Camp, Running Springs, CA  
Dates: August 5, 2018 to August 7, 2018  
Purpose: Summer Camp  
Expenses: Parent/Students-registration, meals, transportation, accommodations
- Number of school days missed for this trip: 0  
Number of school days missed previously: 0  
Total number of days missed by this group: 0
6. Savanna High School: California Academic Partnership Program (CAPP) - My Journey to College (My JTC), (118 students-58 male, 60 female)  
Adviser/Lead Chaperone: Aracely Portillo (female)  
Chaperones: Carolyn Frank (female), Gabriela Moreno (female), Trinh Tran (female), Alma V. Acuna (female), Robert Olivas (male), Dane Shank (male), Mick White (male), Brian Cortes (male), Juan Villa (male), Andy Lee (male), and Nilesh Halankar (male)  
Chaperones from the organization will assist in meeting District guidelines.
- To: University of California, Los Angeles  
Dates: July 18, 2018 to July 21, 2018  
Purpose: College Tour/Summer Program  
Expenses: CAPP Grant-meals, transportation, accommodations
- Number of school days missed for this trip: 0  
Number of school days missed previously: 0  
Total number of days missed by this group: 0

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
MANAGEMENT**

**2017/2018 SALARY SCHEDULE**

Effective 4/1/18 - BOT Approved on 7/12/18 - REVISED 7/12/18

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1	** CATERING MANAGER	4,207.00	4,365.00	4,537.00	4,716.00	4,894.00	5,079.00	5,186.00	5,281.00	5,390.00	5,494.00	Monthly
2		4,319.00	4,477.00	4,650.00	4,827.00	5,007.00	5,192.00	5,298.00	5,394.00	5,503.00	5,607.00	Monthly
3		4,411.00	4,582.00	4,756.00	4,942.00	5,134.00	5,336.00	5,439.00	5,544.00	5,653.00	5,761.00	Monthly
4		4,523.00	4,694.00	4,869.00	5,053.00	5,248.00	5,449.00	5,550.00	5,656.00	5,764.00	5,874.00	Monthly
5		4,620.00	4,804.00	4,988.00	5,185.00	5,385.00	5,592.00	5,705.00	5,817.00	5,930.00	6,046.00	Monthly
6		4,601.00	4,780.00	4,965.00	5,163.00	5,365.00	5,571.00	5,683.00	5,795.00	5,909.00	6,025.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	4,824.00	5,010.00	5,206.00	5,417.00	5,626.00	5,844.00	5,962.00	6,078.00	6,196.00	6,317.00	Monthly
8	FACE COORDINATOR PROGRAM & NETWORK MANAGER	4,958.00	5,147.00	5,341.00	5,549.00	5,762.00	5,976.00	6,093.00	6,212.00	6,331.00	6,453.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST GARAGE SUPERVISOR MAINTENANCE FOREMAN (4/1/18)	5,056.00	5,256.00	5,463.00	5,677.00	5,902.00	6,129.00	6,250.00	6,374.00	6,498.00	6,626.00	Monthly
11		5,308.00	5,515.00	5,729.00	5,957.00	6,188.00	6,431.00	6,561.00	6,689.00	6,819.00	6,955.00	Monthly
12	EMPLOYEE RELATIONS ANALYST (4/1/18) GRAPHIC PRODUCTION MANAGER (4/1/18) HUMAN RESOURCES ANALYST (4/1/18) LANGUAGE ASSESSMENT CENTER SUPV	5,438.00	5,650.00	5,870.00	6,103.00	6,343.00	6,590.00	6,723.00	6,855.00	6,989.00	7,127.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER PROJECT MANAGER	5,568.00	5,785.00	6,012.00	6,249.00	6,495.00	6,750.00	6,882.00	7,018.00	7,158.00	7,297.00	Monthly
14	FOOD SERVICE OPERATIONS SUPERVISOR * OPERATIONS SUPERVISOR (4/1/18)	5,718.00	5,941.00	6,174.00	6,418.00	6,671.00	6,933.00	7,068.00	7,208.00	7,351.00	7,495.00	Monthly
15		5,868.00	6,097.00	6,337.00	6,587.00	6,847.00	7,114.00	7,254.00	7,398.00	7,544.00	7,692.00	Monthly
16	PAYROLL SUPERVISOR (4/1/18)	6,018.00	6,253.00	6,499.00	6,756.00	7,023.00	7,297.00	7,440.00	7,588.00	7,737.00	7,890.00	Monthly
17	* MAINTENANCE MANAGER (4/1/18)	6,178.00	6,422.00	6,674.00	6,938.00	7,211.00	7,495.00	7,642.00	7,793.00	7,946.00	8,104.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	6,340.00	6,590.00	6,850.00	7,119.00	7,401.00	7,692.00	7,845.00	7,998.00	8,156.00	8,317.00	Monthly

**EXHIBIT RR**



**ANAHEIM UNION HIGH SCHOOL DISTRICT  
MANAGEMENT**

**2017/2018 SALARY SCHEDULE**

Effective 4/1/18 - BOT Approved on 7/12/18 - REVISED 7/12/18

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
19	RISK MANAGER	6,500.00	6,759.00	7,025.00	7,301.00	7,590.00	7,890.00	8,047.00	8,203.00	8,365.00	8,531.00	Monthly
20		6,614.00	6,879.00	7,152.00	7,435.00	7,732.00	8,039.00	8,199.00	8,361.00	8,526.00	8,697.00	Monthly
21	ACCOUNTING MANAGER ENERGY MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	6,729.00	6,998.00	7,278.00	7,567.00	7,872.00	8,186.00	8,351.00	8,518.00	8,688.00	8,862.00	Monthly
24	*ASSISTANT DIRECTOR-FOOD SERVICE	7,084.00	7,368.00	7,662.00	7,968.00	8,287.00	8,618.00	8,791.00	8,967.00	9,147.00	9,329.00	Monthly
26	ASST DIRECTOR - MAINT & OPERATIONS NETWORK MANAGER	7,333.00	7,627.00	7,932.00	8,249.00	8,579.00	8,921.00	9,100.00	9,282.00	9,468.00	9,657.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$524 after ten (10) years of service with AUHSD
- 4% plus \$1558 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,868 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,742 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,742 additional after thirty (30) years of service with AUHSD

\* Overtime Exempt

\*\* Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
CONFIDENTIAL**

**2017/2018 SALARY SCHEDULE**

Effective 7/1/17 - BOT Approved on 6/14/18

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60	GF SR ADMINISTRATIVE ASSISTANT	4,488.00	4,669.00	4,854.00	5,052.00	5,258.00	5,459.00	5,571.00	5,684.00	5,796.00	5,914.00	Monthly
61		4,732.00	4,915.00	5,099.00	5,296.00	5,502.00	5,705.00	5,816.00	5,929.00	6,041.00	6,157.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	4,978.00	5,165.00	5,362.00	5,568.00	5,778.00	5,997.00	6,112.00	6,231.00	6,351.00	6,472.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	5,459.00	5,666.00	5,882.00	6,109.00	6,343.00	6,584.00	6,710.00	6,842.00	6,972.00	7,109.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$524 after ten (10) years of service with AUHSD
- 4% plus \$1558 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,868 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,742 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,742 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
ADMINISTRATORS**

**2017/2018 SALARY SCHEDULE**

Effective 4/1/18 - BOT Approved on 6/14/18 - REVISED 6/14/18

Salary Range	Position Title	SICK WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
21	JR HIGH ASSISTANT PRINCIPAL	11.0	103,120.00	106,220.00	109,328.00	112,429.00	115,533.00	118,636.00
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	113,246.00	116,350.00	119,452.00	122,553.00	125,657.00	128,761.00
24	JR HIGH PRINCIPAL	11.5	121,267.00	124,372.00	127,474.00	130,571.00	133,680.00	136,788.00
25	SR HIGH PRINCIPAL COORDINATOR	14.4	132,682.00	135,784.00	138,890.00	141,994.00	145,098.00	148,203.00
28	PROGRAM ADMINISTRATOR II DIRECTOR OF CHILD WELFARE & ATTENDANCE	14.4	119,633.00	122,737.00	125,838.00	128,939.00	132,047.00	135,149.00
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	97,695.00	100,797.00	103,903.00	107,010.00	110,112.00	113,215.00
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	97,695.00	100,797.00	103,903.00	107,010.00	110,112.00	113,215.00
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	103,499.00	106,569.00	109,641.00	112,714.00	115,783.00	118,860.00
35	DIRECTOR (CERTIFICATED)	14.4	133,745.00	136,844.00	139,956.00	143,059.00	146,164.00	149,263.00
36	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	113,286.00	116,390.00	119,492.00	122,593.00	125,698.00	128,800.00
36B	DIRECTOR OF PURCHASING & CENTRAL SERVICES (4/1/18)	14.4	118,332.00	121,435.00	124,538.00	127,639.00	130,745.00	133,845.00
37	DIRECTOR OF FOOD SERVICE DIRECTOR OF MAINTENANCE & OPERATIONS PUBLIC INFORMATION MANAGER	14.4	123,378.00	126,479.00	129,583.00	132,685.00	135,791.00	138,890.00
37B	CONTROLLER (4/1/18) DIRECTOR OF BUSINESS OPERATIONS (4/1/18)	14.4	128,562.00	131,662.00	134,724.00	137,872.00	140,978.00	144,077.00
38	COUNSEL	14.4	133,745.00	136,844.00	139,956.00	143,059.00	146,164.00	149,263.00
39	DIRECTOR PLANNING/DESIGN/CONST	14.4	141,676.00	144,961.00	148,255.00	151,542.00	154,830.00	158,113.00
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	145,966.00	148,887.00	151,865.00	154,902.00	157,998.00	161,161.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
ADMINISTRATORS  
2017/2018 SALARY SCHEDULE**

Effective 4/1/18 - BOT Approved on 6/14/18 - REVISED 6/14/18

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
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\*23 non-duty days excluded from work days  
 \*\*excludes 23 vacation days and 14 paid holidays

Longevity -  
 16th-20th year - \$4688  
 21st-25th year - \$9377  
 26th-30th year - \$14065  
 31st year on - \$14065

Doctorate \$2264

Mileage Allowance:  
 \$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager  
 \$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer  
 \$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist  
 \$75/month: Junior High Assistant Principal

## AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.

2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.

3. Term. The Term of this Agreement is from June 4, 2018, to August 31, 2018.

4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.

6. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

7. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92803

CONTRACTOR:  
Orange County Superintendent of Schools  
200 Kalmus Drive  
Costa Mesa, CA 92628  
Attn: Renee Hendrick  
Associate Superintendent, Administrative Services

9. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

10. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

11. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 12 DAY OF July, 2018.

Anaheim Union High School District

Orange County Superintendent of Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

Brad Jackson

Renee Hendrick

Typed Name

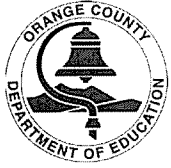
Typed Name

Assistant Superintendent, HR

Associate Superintendent, Admin. Services

Title

Title



## 2017-18 Quarterly Report Williams Legislation Uniform Complaints

Print Form

**EXHIBIT TT**

**District:** Anaheim Union High School District

**District Contact:** Brad Jackson

**Title:** Assistant Superintendent, Human Resources

- |                                     |            |                               |                                       |
|-------------------------------------|------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/>            | Quarter #1 | July 1 - September 30, 2017   | <b>Report due by October 27, 2017</b> |
| <input type="checkbox"/>            | Quarter #2 | October 1 - December 31, 2017 | <b>Report due by January 26, 2018</b> |
| <input type="checkbox"/>            | Quarter #3 | January 1 - March 31, 2018    | <b>Report due by April 27, 2018</b>   |
| <input checked="" type="checkbox"/> | Quarter #4 | April 1 - June 30, 2018       | <b>Report due by July 27, 2018</b>    |

**Check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Michael B. Matsuda

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit to:**

Thea Savas  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336; Email: tsavas@ocde.us; Fax: (714) 327-1371

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

Anaheim Union High School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2. The term of this

Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount \$ 100,000.00

of this Agreement is: One Hundred Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C – General Terms and Conditions	1 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Hill, Staff Services Manager II

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

Anaheim Union High School District

BY (Authorized Signature)

DATE SIGNED(Do not type)

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Brad Jackson, Assistant Superintendent, Human Resources

ADDRESS

501 N. Crescent Way, Anaheim, CA 92803



## EXHIBIT A

### SCOPE OF WORK

1. Upon request of Anaheim Union High School District (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required.

In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

The Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract and may be extended by amendment.

2. The services shall be performed at a location convenient for all parties.
  
3. The project representatives during the term of this agreement will be:

Office of Administrative Hearings	Local Agency: Anaheim Union High School Dist.
Name: Alan Alvord	Name: Brad Jackson, Asst. Superintendent, HR
Phone: 619-525-4475	Phone: (714) 999-0816
Fax: 916-263-0545	Fax: (714) 520-9752
Email: Alan.Alvord@dgs.ca.gov	Email: jackson_b@auhsd.us

Direct all inquiries to:

Office of Administrative Hearings	Local Agency: Parker & Covert LLP
	Section/Unit:
Attention: Tim Dean	Attention: Steven Montanez, Esq.
Address: 2349 Gateway Oaks Dr. Suite 200	Address: 17862 E. Seventeenth St., Suite 204
Sacramento, CA 95833	Tustin, CA 92780-2164
Phone: 916-263-0791	Phone: (714) 573-0900
Fax: 916-263-0545	Fax: (714) 573-0998
Email: tim.dean@dgs.ca.gov	Email: smontanez@parkercovert.com

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency: Anaheim Union High School District
Section/Unit:
Attention: Brad Jackson, Assistant Superintendent, HR
Address: 501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803
Phone: (714) 999-0816
Fax: (714) 520-9752
Email: jackson_b@auhsd.us

## EXHIBIT B

### 1. INVOICING AND PAYMENT

- A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <http://www.dgs.ca.gov/ofs/Pricebook.aspx>
- B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly details all charges, expenses, direct and indirect costs.

## EXHIBIT C

### **GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. CANCELLATION/TERMINATION:
  - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
  - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
  - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

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**1. Resignations/Retirements, effective as noted:**

Casper, William	Resignation	5/25/18
Friedman, Erin	Resignation	5/25/18
Gracian, Refugio	Resignation	6/29/18
Harvey, Melanie	Resignation	5/25/18
Joo, Sam	Resignation	6/13/18
Liu, Joanna	Resignation	5/25/18
McCann, Gina	Resignation	5/29/18
Riel, Jeffrey	Resignation	7/6/18
Stocks, Susan	Retirement	11/1/18
Tambara, Kortney	Resignation	6/15/18
Vick, Katie	Resignation	5/25/18

**2. Employment:**

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Anaya, Gissela	8/6/18	3	1
Banderas, Andrew	8/6/18	2	1
Christine, Demitra	8/6/18	4	2
Fogelquist, Vanessa	8/6/18	2	7
Iniguez, Luis	8/6/18	3	1
McQuiston, Elizabeth	8/6/18	4	1
Nelson, Callie	8/6/18	1	2
Ochoa, Margaret	8/6/18	4	1
Pham, Debbie	8/6/18	4	11
Rasanen, Erik	8/6/18	3	1
Rodarte, Jacqueline	8/6/18	3	1
Torres, Carolyn	8/6/18	4	5
Zegarra, Heather	8/6/18	4	2

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Aguirre, Arielle	8/6/18	4	4
Alvarado, Brianna	8/6/18	3	2
Campbell, Barbara	8/6/18	3	2
Hernandez, Sarah	8/6/18	1	1
Martinez, Carla	8/6/18	2	1
Sherman, Tyler	8/6/18	4	1
Winterton, Tanya	8/6/18	1	1

C. Speech Language Pathologist(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Doberneck, Jeffrey	8/6/18	3	1
Wilde, Stephanie	8/6/18	4	1

D. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Mendoza, Marissa	8/6/18
Sanchez, Vanessa	8/6/18

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E. Day-to-Day Substitute Counselor(s), effective as noted:

Sanchez, Vanessa                      8/6/18

F. Day-to-Day Substitute Teacher(s) for Extended School Year with authorization to teach in subject areas where they have adequate preparation, effective 5/26/18:

Chavez, Martin

G. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Amancio, Gilbert Assistant Principal, Junior High	7/1/18	21	6
Anderson, Sarah Assistant Principal, Senior High	7/1/18	22	4
Carmona, Joseph Director (Certificated)	7/1/18	35	6
Cruz, Adela Coordinator	7/1/18	25	3
Gallegos-Garcia, Zoila Assistant Principal, Senior High	7/1/18	22	3
Hernandez, Adam Assistant Principal, Senior High	7/1/18	22	6
Hernandez Jr., Charles Principal, Junior High	7/1/18	24	6
Howe, Jeffrey Assistant Principal, Senior High	7/1/18	22	6
Huerta, Cynthia Assistant Principal, Senior High	7/1/18	22	5
Kile, Sherilyn Psychologist	7/1/18	31	1
Krueger, Celeste Director (Certificated)	7/1/18	35	3
Lara, Jose Assistant Principal, Junior High	7/1/18	21	1
Palomino Jr., Ramon Program Administrator I	7/1/18	22	6

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Reindl, Scott Program Administrator I	7/1/18	22	3
Rodriguez, Benjamin Program Specialist, GASELPA	7/1/18	30	2
Salmons, Jeffrey Program Specialist, GASELPA	7/1/18	30	2
Swans, Todd Assistant Principal, Junior High	7/1/18	21	4
Vazquez, Hilda Principal, Junior High School	7/1/18	24	6

**3. Extra Service Compensation:**

- A. JROTC/NJROTC Department Leadership Stipend, for the following individuals, for the 2018-19 school year, in the amount of \$1,500, to be paid half at the end of each semester: (General Funds)

Granville, Clevester                      Katella High School

- B. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2018-19, effective as noted: (General Funds)

Ren, Xi    8/1/18

- C. Summer STEAM Stipend, for the 2018-19 school year, for the following teachers to work the Summer STEAM program at Brookhurst and Orangeview junior high schools, from July 9, 2018, through August 2, 2018, to be paid at an hourly rate of pay of \$44.74, not to exceed 72 hours per person: (General Funds)

Almazan, Michelle  
Aquino, Nicole  
Berekian, Bev  
De La Torre, Ada  
Doherty, Erin  
Fournier, Justin  
Garcia, Christine  
Kirby, Meredith  
Preciado, Richard  
Ramirez, Brian  
Rosenberg, Paola  
Wang, Dean  
Yett, Jessica

- D. Additional Work Days, for the 2017-18 school year, for the following individual(s), at their per diem rate of pay, not to exceed three days: (General Funds)

Celeste Krueger





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Jimenez, Brenna	4.5 hours
Leang, Charlene	2 hours
Pryor, Roslynn	1 hour
Rosette, Lizabeth	2 hours
Valdez, Daniella	5 hours

- J. Orange County Friday Night Live/Club Partnership Stipend, to be paid for the 2017-18 school year to the following individuals as noted: (Orange County Department of Education Grant Funds)

Allen, Lisa	\$ 500
Alvarez, Veronica	\$ 1,000
Arias, Elva	\$ 500
Banales, Catarina	\$ 500
Gangnath, Erika	\$ 500
Loth, Sandra	\$ 500
Pontios, Jaime	\$ 500
Resch, Nikki	\$ 1,000
Serrano, Guadalupe	\$ 500
Ting, Cindy	\$ 1,000
Uresti, Teresa	\$ 500

- K. Professional Development Summer Stipend, to be paid to the following individuals participating in the math curriculum training workshops between July 30 and August 3, at an amount of \$100 per day per individual. Total stipend not to exceed \$300: (One-Time Funds)

Aguayo, Jairo	Fieldhouse, Guston
Alvarado, Jessica	Furusawa, Sarah
Alvarez, Juan	Gibson, Melanie
Anderson, David	Green, Elizabeth
Atkinson, Dorothy	Halankar, Nilesh
Balmages, Carolyn	Hawkins, Shelley
Barredo, Karyn	Heath, Travis
Bernhard, Ann-Marie	Hernandez, Sarah
Brown, Ronald	Herrera, Kacie
Butterfield, Bryan	Hill, Melanie
Callanan, Alicia	Hoang, Joseph
Chavez, Kay	Infante, Jaime
Chong, Catharina	Jaber, Jihad
Cienci, Christopher	Kerr, Kelley
Cortez, Nancy	Ledesma-Palomino, Stephanie
Dai-Jones, Jenny	Mai, Diana
Doherty, Michelle	Mai, Van
Douthat, Randall	Marinone, Olivia
Dowell, Carl	Mc Iver, Scott
Duris, Suzanne	Mermilliod, Maggie
Eng, David	Meza, Susanna
Falt, Daniel	Mikuni, Michael
Falt, Lisa	Miller, Claudia

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Montrella, John	Sass, Rudy
Muckey, Richard	Serrano, Guadalupe
Nailon, Jaimie	Sharp, Elise
Nguyen, Andy	Takehara, Shinichi
Nguyen, Duc	Ting, Cynthia
Nguyen, Khanh	Todd, Alan
Padilla, Janelle	Torres, Ricardo
Padilla, Maria	Tran, Winston
Lee, Pei	Trevett, Kirsten
Pang, Si	Vo, Charlene
Pavel, Kathryn	Vu, Terri
Quiroz, Richard	Walsh, Leone
Reed, Angela	Watson, Jeffery
Rodriguez, Lorenzo	Weiss, Marcus
Sanchez, Alicia	Worthington, Tracy

- L. Independent Learning Center (ILC) Summer Program, the ILC provides credit recovery for students during the summer of 2018. Hours of operation will be limited to six hours a day, four days a week. Individuals will be paid at the hourly rate of pay, not to exceed \$4,784 per person. (General Funds)

Arellano, Jaime	Anaheim High School
Casas, Joe	Anaheim High School
Cruchley, Lara	Western High School
Esperanza, Cori	Anaheim High School
Felix, Stephanie	Anaheim High School
Garcia, Lilliana	Anaheim High School
Hughes, Scott	Western High School
Murillo, Elizabeth	Western High School
Nguyen, Pete	Western High School
Ramirez, Oscar	Anaheim High School

**4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:**

	<u>From</u>	<u>To</u>	<u>Effective</u>
Christine, Demitra	4 2	4 3	8/6/18
Dodosh, Peter	3 1	3 5	8/6/18
Gonzalez-Vazquez, Christian	3 4	4 4	8/6/18
Hordyk, Mark	2 4	3 4	8/6/18
McQuiston, Elizabeth	4 1	4 4	8/6/18
Metcalfe, Angela	3 9	4 9	8/6/18
Sherman, Tyler	4 1	4 4	8/6/18
Tran, Aric	3 2	4 2	8/6/18
Winterton, Tanya	1 1	1 4	8/6/18

**5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

Chavez, Ibeth	6/5/18
Declene, Joanna	6/17/18

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Esparza, Jose	6/5/18
Fernandez, Silvia	6/5/18
Foltz, Cathryn	6/25/18
Foltz, Thomas	6/25/18
Huynh, Michelle	6/29/18
Maldonado, Anjanette	6/7/18
Munoz Martinez, Deysi	6/4/18
Nguyen, MinhChau	6/14/18
Ojerio, Peter	6/13/18
Quinteros Nunez, Jesse	6/6/18
Ramirez, Cindy	6/5/18
Roblesjimenez, Eliazar	6/5/18
Soliman, Janna	6/4/18
Sotelo Albarran, Maria	6/5/18
Thorpe, Katherine	6/4/18

**6. Extra Service Assignments, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Aguilar, Jesse Football	\$3,383	Season	8/6/18
Ceja, Jose Volleyball	\$3,752	Season	8/6/18
Fraser, George Football	\$3,383	Season	8/6/18
Pineda, Gersain Volleyball, Asst./Lower Level	\$3,053	Season	8/6/18
<u>Katella</u>			
McKee, Zedric Basketball, Asst./Lower Level, Boys	\$2,537.25	Season	10/29/18
Tillman, Jason Basketball, Asst./Lower Level, Boys	\$3,383	Season	10/29/18
Vazquez Jr., Orlando Water Polo, Asst./Lower Level	\$3,053	Season	10/29/18
<u>Magnolia</u>			
Rosas Jr., Andres Baseball	\$3,350	Season	2/13/18
<u>Western</u>			
Flores Barrera, Maria Soccer, Asst./Lower Level	\$3,053	Season	10/29/18

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Rodgers, Aaron Baseball	\$3,350	Season	2/13/18
Takahama, Paul Tennis, Varsity	\$3,383	Season	6/6/18

**1. Retirements/Resignations/Terminations, effective as noted:**

	<b><u>Location:</u></b>	<b><u>Effective</u></b>
Alvarado, Javier Auditorium Operations Technician	Operations Department	06/14/2018
Casas, Veronica Family and Community Engagement Specialist	Orangeview Jr. High School	06/14/2018
Guerrero, Hector Food Service Assistant I	Kennedy High School	05/24/2018
Liggins, Alanah Instructional Assistant – Specialized Academic Instruction	Walker Jr. High School	05/24/2018
Rasanen, Erik Instructional Assistant – Behavioral Support	Magnolia High School	05/24/2018

**2. Leaves of Absence:**

Cuevas, Angelica, for personal necessity, without pay and without health benefits from 8/8/18 through the end of the working day on 8/24/18.

Fragoza, Veronica, under the provisions of the Family Medical Leave Act/California Family Rights Act, without pay and with health benefits from 3/28/18 through the end of the working day on 5/9/18.

Preston, Ruthie, for education, without pay and without health benefits from 8/6/18 through the end of the working day on 5/23/19.

Taurman, Joandale, for health reasons, without pay and without health benefits from 5/22/18 through the end of the working day on 7/16/18.

Vidarte, Celia, for health reasons, without pay and without health benefits from 4/6/18 through the end of the working day on 5/24/18.

**3. Employment, effective as noted:**

	<b><u>Range/Step:</u></b>	<b><u>Effective:</u></b>
<b>Permanent Employees:</b>		
Aguilar, Ruth Bus Driver	55/01	08/06/2018
Azenon-Vargas, Amada Office Assistant – Bilingual (Reemployment)	47/10	08/01/2018

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Gilday, Kam Instructional Assistant – Specialized Academic Instruction (Voluntary Demotion)	43/10	08/06/2018
Hibbard, Sara Food Service Assistant I	41/01	08/08/2018
Kim, Sam Event/Facility Attendant	48/01	08/01/2018
Marin, Lizzeth Food Service Assistant I	41/01	08/08/2018
Simon, Ingrid Food Service Assistant I	41/03	08/08/2018
Vazquez, Eduardo Food Service Assistant I	41/01	08/08/2018
Williams, Ronald Bus Driver	55/01	08/06/2018

**Promotions:**

Castaneda, Karen Language Testing Assistant	51/04	07/17/2018
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**Substitute Employees:**

Guerrero, Hector Substitute Food Service Assistant I	41/02	05/25/2018
Guzman, Mirella Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/08/2018

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**  
(Workability Grant Funds)

**Effective**

Abboud, Ahmad	06/22/2018
Castro, Ismeydi	06/13/2018
Cojolon, Carlos	06/27/2018
Flores, Jacquelynn	06/22/2018
Juarez, Catherine	06/27/2018
Ornelas, Luis	06/22/2018

**Human Resources Division, Classified Personnel**

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**5. Summer Employment other than Extended School Year, effective as noted:**

	<b><u>Range/Step</u></b>	<b><u>Effective:</u></b>
Aguilar, Dahlia Food Service Assistant II	49/06	05/25/2018
Alvarez, Teresa Food Service Manager I	03/10	06/01/2018
Alvin, Jaime Food Service Manager I	03/05	06/01/2018
Amador, Silvia Food Service Assistant I	41/10	06/15/2018
Arnold, Angela Food Service Assistant III	52/10	06/18/2018
Arreola, Stephanie Licensed Vocational Nurse	55/02	06/04/2018
Asturi, Victoria Food Service Assistant III	50/10	06/18/2018
Atuatasi, Faapito Custodian	48/01	06/18/2018
Ayala, Claudia Food Service Assistant I	41/07	06/18/2018
Bailey, Rebecca Food Service Assistant II	49/10	05/25/2018
Barraza, Isabel Food Service Assistant I	41/10	06/18/2018
Barrera, Maria Food Service Assistant II	49/10	05/25/2018
Beard, Rosa Food Service Assistant II	49/10	05/25/2018
Becerra, Christian Custodian	48/01	06/11/2018
Beltran-Carlos, Sandra Food Service Assistant III	50/09	06/18/2018
Borbon-DeMarco, Anna Secretary - Attendance	51/10	07/20/2018

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Bousman, Gene Warehouse Worker – Food Service	51/05	06/15/2018
Bravo, Edelmira Food Service Assistant I	41/10	06/15/2018
Bullard, Leonida Food Service Manager I	03/10	06/01/2018
Burbage, Elisa Food Service Assistant II	49/10	05/25/2018
Burns, Phillip Food Service Sous Chef	55/10	06/15/2018
Bustillos, Willy Food Service Manager I	03/06	06/01/2018
Camarillo, Tiffany Food Service Assistant II	49/03	05/25/2018
Campos, Hermelinda Food Service Assistant I	41/10	06/15/2018
Carbajal, Carey Food Service Assistant I	50/08	06/18/2018
Carman, Candice Licensed Vocational Nurse	55/07	06/04/2018
Casarrubias, Lourdes Food Service Assistant III	50/10	06/18/2018
Castro, Nora Food Service Assistant III	50/10	06/18/2018
Cazares, Maribel Food Service Assistant II	49/10	06/15/2018
Chinchilla, Silvia Food Service Assistant I	41/10	05/25/2018
Conner, Donald Custodian	48/01	06/18/2018
De Navarro, Alma Food Service Assistant I	41/10	06/15/2018
Dellavalle, Kelli Custodian	48/01	06/01/2018



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Deanda, Consuelo Food Service Assistant I	41/10	05/25/2018
Dellavalle, Kelli Food Service Manager I	03/04	06/01/2018
Dolores, Gabriela Food Service Assistant I	41/10	06/15/2018
Draghinas, Onita Food Service Assistant I	41/10	05/25/2018
Dufur, Michelle Food Service Assistant II	49/06	05/25/2018
Duran, Patrice Food Service Assistant II	49/08	05/25/2018
Elizondo, Breanna Custodian	48/01	06/18/2018
Esquivel-Gonzalez, Tracey Custodian	48/01	06/18/2018
Evers, Roger Food Service Manager II	05/06	06/01/2018
Ezell, Carol Health Services Technician	51/10	07/26/2018
Farias, Lorena Secretary - Program Support	51/02	07/01/2018
Fernandez, Leticia Secretary – Registrar/Records (Bilingual)	53/10	06/15/2018
Fernandez, Maria Food Service Assistant I	41/10	05/25/2018
Fernandez de Castro, Maria Food Service Manager I	03/02	06/01/2018
Flores, Lorenzo Instructional Assistant – Bilingual (Spanish)	47/10	07/24/2018
Flores, Lourdes Food Service Assistant I	41/10	06/15/2018
Galindo, Martha Food Service Assistant I	41/10	06/15/2018

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Gamboa, Maria Food Service Assistant II	49/10	05/25/2018
Gangnath, Erika Sr. Administrative Assistant – School Support (Bilingual)	48/01	06/01/2018
Garcia, Edgar Food Service Manager I	03/02	06/01/2018
Garcia, Elizabeth Instructional Assistant – Bilingual (Spanish)	47/10	07/24/2018
Garcia, Vitalina Food Service Assistant II	49/10	05/25/2018
Giron, America Food Service Assistant III (Bilingual)	52/10	06/18/2018
Gomez, Velia Food Service Assistant I	41/10	06/15/2018
Gutierrez, Leo Food Service Assistant II	49/02	05/25/2018
Hernandez, Ana Food Service Manager I	03/02	06/01/2018
Hernandez, Norma Food Service Production Assistant	51/08	06/15/2018
Hurtado, Jaquelyn Food Service Manager I	03/03	06/01/2018
Huttner, Heather Licensed Vocational Nurse	55/07	06/04/2018
Jemerson, Troy Custodian	48/01	06/27/2018
Jemerson, Troy Food Service Manager I	03/01	06/01/2018
Jones, Jackie Food Service Assistant IV	51/10	05/25/2018
Juarez, Laura Food Service Assistant I	41/10	05/25/2018
Kaniye, Veralyn Food Service Assistant II	49/10	05/25/2018

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Kratz, Delores Warehouse Worker – Central Warehouse	51/01	07/02/2018
Lant, Roy Warehouse Worker – Central Warehouse	51/05	06/11/2018
Lara de Gorkin, Sanjuana Warehouse Worker – Central Warehouse	51/01	06/11/2018
Lazo, Victoria Food Service Assistant II	49/10	06/15/2018
Loftis, Maria Food Service Assistant II	49/08	05/25/2018
Lopez, Alexander Food Service Manager II	05/07	06/01/2018
Lopez, Bianca Custodian	48/01	06/18/2018
Lopez, Yamilet Food Service Assistant III	50/10	06/18/2018
Lucas, Annette Food Service Manager I	03/10	06/01/2018
Maldonado, Richard Custodian	48/01	07/02/2018
Maldonado-Leon, Martha Food Service Assistant I	41/10	06/15/2018
Maldonado-Rangel, Yuriko Family and Community Engagement Specialist	56/02	07/10/2018
Manzo, Teresa Secretary – Attendance (Bilingual)	53/04	07/20/2018
Marquez, Maria Secretary – Attendance	51/10	07/20/2018
Martin, Kristena Food Service Manager I	03/02	06/01/2018
Martin, Paula Secretary – Registrar/Records	51/10	07/02/2018
Martinez, Lisa Food Service Assistant II	49/10	05/25/2018

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Martinez, Louisa Secretary – Registrar/Records (Bilingual)	53/09	07/16/2018
Martinez, Tammy Food Service Manager I	03/07	06/01/2018
Mendez, Alma Food Service Assistant I	41/10	06/15/2018
Navarro, Gloria Food Service Assistant II	49/10	05/25/2018
Ochoa, Elizabeth Food Service Assistant I	41/10	05/25/2018
Patanella, James Food Service Manager I	03/10	06/01/2018
Pearce, Anna-Marie Speech Language Pathology Assistant	57/10	06/04/2018
Perez, Elvira Food Service Assistant II	49/10	06/15/2018
Perez, Kenny Family and Community Engagement Specialist	56/03	07/10/2018
Perez De Hernandez, Teresa Food Service Assistant I	41/10	05/25/2018
Phan, Toai Food Service Manager I	03/06	06/01/2018
Pina, Leticia Food Service Assistant I	41/10	06/15/2018
Piro, Lesley Custodian	48/01	07/02/2018
Ponce, Doreen Food Service Manager I	03/10	06/01/2018
Ramirez, Melissa Food Service Assistant III	50/02	06/18/2018
Ramirez, Sylvia Food Service Assistant I	41/10	05/25/2018
Reyes, Charito Food Service Manager I	03/08	06/01/2018

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Rios, Rosalba Food Service Assistant I	41/10	06/15/2018
Rodriguez, Yolanda Food Service Assistant I	41/10	06/15/2018
Ruelas-Palomino, Socorro Food Service Assistant I	41/10	06/15/2018
Sandoval, Michael Office Assistant - Bilingual	47/01	06/05/2018
Simmons, Madeline Food Service Production Assistant	51/10	06/15/2018
Slaughter, Tanisha Custodian	48/01	06/04/2018
Sobhana, Zakeya Food Service Assistant III	50/10	06/18/2018
Soulliere, Ricky Food Service Assistant III	50/04	06/18/2018
Torres, Carla Food Service Assistant III	50/03	06/18/2018
Torres, Jose Instructional Assistant – Bilingual (Spanish)	47/10	07/24/2018
Trujillo, Wendy Food Service Assistant III	50/10	06/18/2018
Valencia, Martha Food Service Assistant I	41/10	06/15/2018
Valladares, Juliana Custodian	48/01	07/02/2018
Valle, Maria Food Service Assistant I	41/10	06/15/2018
Valle, Yesica Custodian	48/01	06/18/2018
Velasquez, Maria Food Service Assistant I	41/10	06/15/2018
Ventura-Rivera, Efrain Food Service Assistant II	49/07	06/15/2018

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Villagrana, Maria Secretary – Registrar/Records	51/10	07/16/2018
Waage, Gary Warehouse Worker – Food Service	51/06	06/15/2018
Walker, Shawna Food Service Manager I	03/01	06/01/2018
Warner, John Warehouse Worker – Central Warehouse	51/01	06/11/2018
Ylo, Geraldine Food Service Assistant III	50/03	06/18/2018
Zuniga, Monica Food Service Assistant II	49/10	05/25/2018

6. **Extended School Year Employment, effective as noted:**

	<b><u>Range/Step</u></b>	<b><u>Effective:</u></b>
Campbell, Jasmine Bus Driver	55/01	06/04/2018
Correa, Albert Bus Driver	55/04	06/04/2018
Cox, Dolores Bus Driver	55/04	06/04/2018
Diaz, Alicia Bus Driver	55/02	06/04/2018
Doiron, David Bus Driver	55/03	06/04/2018
Elam, Piper Bus Driver	55/05	06/04/2018
Hiep, Nguyen Bus Driver	55/06	06/04/2018
Kinney, Yanira Bus Driver	55/01	06/04/2018
Maldonado, Richard Bus Driver	55/02	06/04/2018
Martinez, Jose Bus Driver	55/04	06/04/2018

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Nieves, Gabriela Bus Driver	55/01	06/04/2018
Osorio-Serrano, Victor Bus Driver	55/02	06/04/2018
Perez-Guillen, Jonathan Bus Driver	55/02	06/04/2018
Santana, Jose Bus Driver	55/02	06/04/2018
Valerio, Geovannie Bus Driver	55/03	06/04/2018
Van Kellogg, Vanessa Bus Driver	55/04	06/04/2018
Zelaya, Kevin Bus Driver	55/03	06/04/2018

**AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
MICHAEL MATSUDA**

This Agreement is hereby entered into this 14<sup>th</sup> day of June 2018, by and between the Board of Trustees ("Board") of the Anaheim Union High School District ("District") and Michael Matsuda ("Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Michael Matsuda as the Superintendent of the District, and Michael Matsuda desires to accept employment as the Superintendent of District, upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. SUPERINTENDENT**

Michael Matsuda is hereby employed by the Board as the Superintendent of the District.

**2. TERM**

- a. Michael Matsuda shall be employed as the Superintendent for a period commencing on July 1, 2018, and ending on June 30, 2022, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

**3. COMPENSATION**

The District shall provide the Superintendent with the following compensation:

- a. The Superintendent's annual base salary shall be Two Hundred Sixty Two Thousand Six Hundred Dollars (\$262,600.00), effective July 1, 2018, which shall be paid in equal monthly installments. The compensation shall be pro-rated in the event that employment is not for a full calendar month or for a full year. The District year runs from July 1 through June 30. Salary payments shall be subject to all payroll deductions required by law.
- b. If the Board approves a furlough plan to cope with hard financial times, the Superintendent will take the same number of furlough days each year as management, until the board determines that the hard times are over.
- c. The Superintendent's base salary may be reviewed annually by the Board, and with the consent of the Board increases in salary may be made effective at any time during the term of this Agreement. In the event that the Superintendent's overall performance has been evaluated in accordance with Paragraph 5 hereunder, and determined to be



satisfactory during the preceding school year by a majority of the Board, the Board may increase the Superintendent's salary beginning on July 1, 2019, and on July 1 of each succeeding year thereafter during the term of this Agreement by a percentage up to, but not to exceed, five percent (5%) of the preceding year's base salary. The determination of this merit salary increase will be made by the Board annually, following completion of the evaluation for the current year.

- d. Any increase in the Superintendent's salary during the term of this Agreement, must be in writing, approved by the Board in open session and executed by both the Board and the Superintendent in accordance with Paragraph 14.d.

#### **4. DUTIES AND RESPONSIBILITIES**

- a. The Superintendent shall faithfully perform the duties and functions of the Superintendent for the District set forth below, as well as any duties that may be as prescribed by the laws of the State of California, Federal Law, Board Policies, and Administrative Regulations as they currently exist or may hereafter be adopted or amended, and any directives assigned by the Board.
- b. The Superintendent's duties shall include the following:
  - (1) Serving as the Chief Executive Officer of the District as described by District Policy. In order to fulfill this function, the Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law.
  - (2) Organizing, reorganizing, and arranging the administrative and supervisory staff in a manner that in the Superintendent's judgment would best serve the District, with the Board's concurrence.
  - (3) Managing all personnel matters including, without limitation, selection of certificated and classified personnel and determination of placement for new and existing certificated and classified staff. The Superintendent's selection of new personnel is subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit alternative recommendations.
  - (4) Evaluation of employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Board Policy.
  - (5) Serving as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and making recommendations to the Board concerning those matters.
  - (6) Attending all regular, special, and closed session meetings of the Board, unless the Board is considering the Superintendent's evaluation or as otherwise required by law.

- (7) The Superintendent may submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District
  - (8) Serving as an ex officio member on District committees and subcommittees.
  - (9) Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community, and governmental agencies.
  - (10) Providing leadership, guidelines and directions to ensure that policies related to curriculum instruction, pupil personnel services, personnel, budget, and business affairs are carried out, and to ensure quality teaching and learning.
  - (11) Reviewing the policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion, or modification.
  - (12) Providing leadership and direction in planning and financing school facilities to meet long-term needs.
  - (13) Advising the Board and making recommendations regarding possible sources of funds, which may be available to implement present or contemplated District programs.
  - (14) Communicating openly, ethically, systematically, and in a timely manner to the Board, staff, and the community, and promptly informing the Board of critical issues or incidents.
  - (15) Establishing and maintaining an effective community relations program and an effective relationship with the media.
  - (16) Obtaining and maintaining all licenses, credentials, certificates, permits, and approvals of whatever nature that are legally required to fulfill Superintendent's obligations as the Superintendent of the District.
- c. The Superintendent shall perform the duties of the District Superintendent, at the highest level of professional competence.

## **5. EVALUATION**

- a. The Board shall formally evaluate and assess, in writing, the performance of the Superintendent at least once a year by June 30 of each year.
- b. The Board President will meet with the Superintendent prior to March 1 annually to establish the evaluation criteria.
- c. The Board may, at its discretion, meet and discuss the working relationship with the Superintendent at any other time.

**6. BOARD AND SUPERINTENDENT RELATIONS**

The Board and the Superintendent agree to work together in a spirit of cooperation and teamwork to further the District's mission.

**7. PROFESSIONAL CERTIFICATION AND RECORDS**

The Superintendent hereby represents that on the date of this Agreement, he holds a valid California School Administrator's credential and a valid California Teaching Credential. The Superintendent agrees to maintain the aforementioned credentials throughout the term of this Agreement.

**8. MEDICAL EXAM**

The Superintendent shall be required to complete a medical examination annually during the term of this Agreement. The District shall bear the expense of such examination, to a maximum cost of five hundred dollars (\$500) per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Superintendent. The President of the Board shall be advised, within thirty (30) days of the examination, in writing by the examining physician, of the Superintendent's continued physical fitness to perform duties and such report shall be confidential.

**9. SICK LEAVE**

The Superintendent shall be provided with twelve (12) days sick leave per school year. The Superintendent shall accrue sick leave consistent with Board Policy and Regulations for District management personnel.

**10. VACATION**

- a. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that he shall be entitled to twenty-four (24) working days of annual vacation with pay. The Superintendent may take a maximum of ten (10) contiguous working days as vacation, exclusive of holidays as defined in sections 37220 and 37221 of the Education Code, unless prior Board approval is given for more than ten days. Vacation days accrue on a monthly basis. A maximum of twenty (20) days of earned vacation may be carried from one year to the next without the approval of the Board. In the event of termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation, up to a maximum of thirty (30) days, at the salary rate in effect during the school year in which the vacation credit was earned. Each annual period covered by this agreement shall run from July 1 of one year through June 30 of the following year.
- b. Nothing contained in this Agreement shall prohibit the Superintendent from using earned vacation days to undertake consulting work, speaking engagements, writing, lecturing, or other professional duties, functions, and obligations, provided such undertakings do not interfere with the Superintendent's performance of his duties under this Agreement.

## 11. FRINGE BENEFITS

The District shall provide the Superintendent with the following additional compensation:

- a. **Health and Welfare:** The Superintendent and his spouse shall be entitled to receive major medical and dental portion of the District's fringe benefit compensation package. The District will continue to pay the health benefits of only the Superintendent per Board Policy 6603.01 which states:

Effective April 6, 2007, unrepresented management shall be provided with the major medical and dental portion of the District's fringe benefit compensation package, upon retirement, until age 65 if the following criteria are met:

- (1) The employee is age 60 or older on the date of retirement;
  - (2) The employee retires from the District with fifteen or more years of service to the District; and
  - (3) The employee is not otherwise covered by any similar programs provided through social security or retirement plans.
- b. **Expense Reimbursement:** The Board shall reimburse the Superintendent for all actual and necessary expenses incurred and paid by the Superintendent in the conduct of his/her duties on behalf of the District. The Superintendent will submit itemized claims for such expenses, and such items claimed must be a proper use of District funds with a monthly review by the Board. The Superintendent will be reimbursed for all mileage outside of the District.
- c. **Superintendent Professional Development:** The Superintendent is encouraged to attend appropriate professional meetings at the local, state, and federal level. Subject to advance approval of the Board, the District shall reimburse the Superintendent for reasonable expenses incurred for attendance at such meetings.
- d. **Memberships:** The Superintendent's annual dues in the Association of California Administrators Association (ACSA) will be paid by the District, as well as membership in two local community service clubs of his choice.
- e. **General Liability:** The District shall maintain coverage for the Superintendent on the District's general liability policy.
- f. **Life Insurance:** The District shall provide the Superintendent, at the District's expense, with a fully paid term life insurance policy in the face amount of one and a half times Superintendent's annual salary, but not to exceed Three Hundred Thousand Dollars (\$300,000).
- g. **Paid Holidays:** The Superintendent is entitled to all paid legal holidays, as defined by the Education Code, as well as those holidays declared by the Board as local holidays.

- h. **Tax Sheltered Annuity:** An amount equivalent to three thousand five hundred dollars (\$3,500.00) shall annually be paid by the District to a tax sheltered annuity, deferred tax annuity program, or other such tax deferred savings vehicle selected by the Superintendent. Any District contribution to a tax sheltered annuity, deferred tax annuity program or other tax deferred savings vehicle made pursuant to this section shall be made in accordance with all applicable federal and state laws and other rules and regulations. The annuity amount is not eligible for compensation creditable to STRS.
- i. **Mileage Stipend:** The Superintendent shall be entitled to a stipend for transportation expenses in the amount of \$200 per month, for a total of \$2,400.00 per year for the use of an automobile in the performance of the Superintendent's duties.

## 12. INDEMNIFICATION

Upon no longer being employed by the District, the Superintendent shall continue to be held harmless and indemnified for any claims and legal actions taken against him related to his employment with the District.

## 13. TERMINATION OF AGREEMENT

- a. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to re-employ the Superintendent upon the expiration of this Agreement, pursuant to Education Code Section 35031.
- b. In the event that the Superintendent is unable to serve in the position due to physical and/or mental incapacity, this Amended Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Superintendent is entitled as provided for by statute and applicable Board Policies, and upon receipt of a written evaluation by a licensed physician designated by the District which determines the Superintendent's physical and/or mental inability to further serve in the position of Superintendent. The Superintendent shall be provided with a complete copy of the physician's written evaluation and an opportunity to meet with the Board.
- c. The death of the Superintendent automatically terminates this Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Superintendent unless otherwise indicated in writing by the Superintendent.
- d. This Agreement may be terminated by the mutual consent of the parties of this Agreement in the manner provided by Education Code Section 35031; provided, however, the Superintendent may terminate this Amended Employment Agreement at any time with the consent of the Board.
- e. In the event the Superintendent voluntarily terminates this Amended Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.
- f. **Termination Without Cause:** Notwithstanding any other provision of this Agreement or law, the Board, at its sole discretion, shall have the option to terminate this

Agreement. If the Board elects the option to terminate the Agreement, it shall pay the Superintendent, in one lump-sum payment, an amount equal to the salary of twelve (12) months on the Agreement or the salary of the remainder of the Agreement if such remainder is less than twelve (12) months. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination.

If the contract is terminated, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

- g. Termination With Cause: The Board may elect to terminate the Superintendent's employment upon thirty (30) days written notice to the Superintendent for cause in the following circumstances:
- (1) The Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Superintendent's breach of any material term of this Agreement that is not cured within thirty days after written notice of such breach has been given to the Superintendent by the Board.
  - (5) In the event that this agreement is terminated and he/she is convicted of a crime involving an abuse of his/her position, any money paid to him/her as a settlement of contract termination must be reimbursed to the District within 30 days.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Superintendent within thirty (30) days of said action.

#### 14. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

- c. **No Assignment:** The Superintendent cannot assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Modification/Amendment:** This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Superintendent.
- e. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- f. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- g. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- h. **Severability:** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written below.

BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: [Signature] Al Jabbar, President 7-10-2018 Date

By: [Signature] Brian O'Neal, Clerk July 10, 2018 Date

By: [Signature] Annemarie Randle-Frejo, Assistant Clerk July 10, 2018 Date

By: [Signature] Katherine H. Smith, Member July 10, 2018 Date

By: [Signature] Anna L. Piercy, Member July 10, 2018 Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Superintendent of the Anaheim Union High School District.

By: [Signature] Michael Matsuda 7/11/18 Date



**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
JARON FRIED, Ed.D.**

This Agreement is hereby entered into this 14th day of June 2018, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Jaron Fried, Ed.D., (hereinafter referred to as "Assistant Superintendent, Education" or "Assistant Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Jaron Fried, Ed.D. as the Assistant Superintendent, Education of the District, and Jaron Fried, Ed.D. desires to accept employment as the Assistant Superintendent, Education for the District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. ASSISTANT SUPERINTENDENT, EDUCATION**

Jaron Fried, Ed.D. is hereby employed as the Assistant Superintendent, Education for the District.

**2. TERM**

- a. Jaron Fried, Ed.D. shall be employed as the Assistant Superintendent, Education for a period commencing July 1, 2018, and ending June 30, 2022, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Assistant Superintendent, Education shall receive an annual salary of Two Hundred Four Thousand Four Hundred Fifty Six Dollars (\$204,456.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

**4. DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent, Education shall:

- a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Education," and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

## 5. VACATION

- a. The Assistant Superintendent, Education shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

## 6. FRINGE BENEFITS

- a. **Health/Welfare Benefits.** The Assistant Superintendent, Education shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Assistant Superintendent's employment in the District as a management employee prior to April 6, 2007, the Assistant Superintendent, Education, upon retirement with fifteen (15) or more years of service with the District, shall receive district-paid medical and dental benefits as provided to other management retirees through the first of the month they turn age 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent, Education may continue on the district-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.
- b. **Tax Sheltered Annuity.** The District shall pay the Assistant Superintendent Thirty Five Hundred (\$3,500) Dollars per year to be applied toward a tax sheltered annuity.

- c. **Doctoral Stipend:** The Assistant Superintendent, Education shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

**7. EXPENSES**

- a. The Assistant Superintendent, Education shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Assistant Superintendent, Education to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

**8. EVALUATIONS**

By September 1 of each year, the Superintendent and Assistant Superintendent, Education shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent, Education. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

**9. OUTSIDE PROFESSIONAL ACTIVITIES**

- a. The Assistant Superintendent, Education may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Assistant Superintendent, Education in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-

working time and publication royalties shall be retained by the Assistant Superintendent.

#### **10. MEDICAL EXAMINATION**

The Assistant Superintendent, Education shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

#### **11. CHANGES TO OR TERMINATION OF AGREEMENT**

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, Education upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Assistant Superintendent, Education is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent, Education is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District which indicates the inability of the Assistant Superintendent Education to further serve in the position.
- d. The death of the Assistant Superintendent, Education automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.
- e. In the event the Assistant Superintendent, Education voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent, Education. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent, Education's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent, Education's health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Assistant Superintendent, Education's employment upon thirty (30) days written notice to the Assistant Superintendent for cause in the following circumstances:
- (1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by

the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

### 13. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Assistant Superintendent Education may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability:** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: [Signature] Al Jabbar, President 7-10-2018 Date

By: [Signature] Brian O'Neal, Clerk July 10, 2018 Date

By: [Signature] Annemarie Randle-Trejo, Assistant Clerk July 10, 2018 Date

By: [Signature] Katherine H. Smith, Member July 10, 2018 Date

By: [Signature] Anna L. Piercy, Member July 10, 2018 Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Education of the Anaheim Union High School District.

By: [Signature] Jaron Fried, Ed.D. 7/11/18 Date

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
BRAD JACKSON**

This Agreement is hereby entered into this 14<sup>th</sup> day of June 2018, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Brad Jackson (hereinafter referred to as "Assistant Superintendent, Human Resources" or "Assistant Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Brad Jackson as the Assistant Superintendent, Human Resources of the District, and Brad Jackson desires to accept employment as the Assistant Superintendent, Human Resources for the District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

Brad Jackson is hereby employed as the Assistant Superintendent, Human Resources for the District.

**2. TERM**

- a. Brad Jackson shall be employed as the Assistant Superintendent, Human Resources for a period commencing July 1, 2018, and ending June 30, 2022, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Assistant Superintendent, Human Resources shall receive an annual salary of Two Hundred Four Thousand Four Hundred Fifty Six Dollars (\$204,456.00), which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

**4. DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent, Human Resources shall:



- a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Human Resources," and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

## 5. VACATION

- a. The Assistant Superintendent, Human Resources shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

## 6. FRINGE BENEFITS

- a. **Health/Welfare Benefits.** The Assistant Superintendent, Human Resources shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Assistant Superintendent's employment in the District as a management employee prior to April 6, 2007, the Assistant Superintendent, Human Resources, upon retirement with fifteen (15) or more years of service with the District, shall receive district-paid medical and dental benefits as provided to other management retirees through the first of the month they turn age 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent, Human Resources may continue on the District-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.
- b. **Tax Sheltered Annuity.** The District shall pay the Assistant Superintendent Thirty Five Hundred (\$3,500) Dollars per year to be applied toward a tax sheltered annuity.

- c. **Doctoral Stipend:** The Assistant Superintendent of Human Resources shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

## 7. EXPENSES

- a. The Assistant Superintendent, Human Resources shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Assistant Superintendent, Human Resources to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

## 8. EVALUATIONS

By September 1 of each year, the Superintendent and Assistant Superintendent, Human Resources shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent, Human Resources. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

## 9. OUTSIDE PROFESSIONAL ACTIVITIES

- a. The Assistant Superintendent, Human Resources may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Assistant Superintendent, Human Resources in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-

working time and publication royalties shall be retained by the Assistant Superintendent.

#### **10. MEDICAL EXAMINATION**

The Assistant Superintendent, Human Resources shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

#### **11. CHANGES TO OR TERMINATION OF AGREEMENT**

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, Human Resources upon the expiration of this Agreement, pursuant to Education Code Section 35031.
- c. In the event that the Assistant Superintendent, Human Resources is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent, Human Resources is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent, Human Resources to further serve in the position.
- d. The death of the Assistant Superintendent, Human Resources automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.
- e. In the event the Assistant Superintendent, Human Resources voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent, Human Resources. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent, Human Resources' salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent, Human Resources' health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code Section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Assistant Superintendent, Human Resources' employment upon thirty (30) days written notice to the Assistant Superintendent for cause in the following circumstances:
- (1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

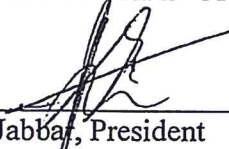
### 13. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Assistant Superintendent, Human Resources may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability:** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

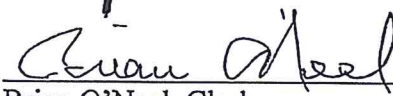
[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By:   
Al Jabbar, President

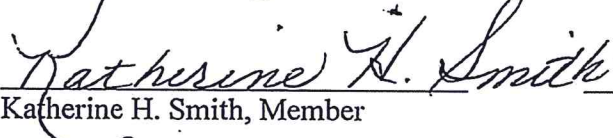
July 10, 2018  
Date

By:   
Brian O'Neal, Clerk

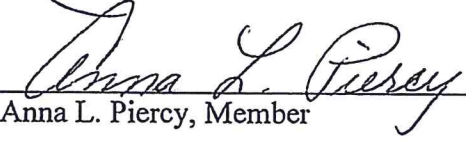
July 10, 2018  
Date

By:   
Annemarie Randle-Trejo, Assistant Clerk

July 10, 2018  
Date

By:   
Katherine H. Smith, Member

July 10, 2018  
Date

By:   
Anna L. Piercy, Member

July 10, 2018  
Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Human Resources of the Anaheim Union High School District.

By:   
Brad Jackson

7-10-18  
Date

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
JENNIFER ROOT, Ed.D.**

This Agreement is hereby entered into this 14<sup>th</sup> day of June 2018, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Jennifer Root, Ed.D., (hereinafter referred to as "Assistant Superintendent, Business" or "Assistant Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Jennifer Root as the Assistant Superintendent, Business of the District, and Jennifer Root desires to accept employment as the Assistant Superintendent, Business for the District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. ASSISTANT SUPERINTENDENT, BUSINESS**

Jennifer Root is hereby employed as the Assistant Superintendent, Business for the District.

**2. TERM**

- a. Jennifer Root shall be employed as the Assistant Superintendent, Business for a period commencing July 1, 2018, and ending June 30, 2022, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Assistant Superintendent, Business shall receive an annual salary of Two Hundred Four Thousand Four Hundred Fifty Six Dollars (\$204,456.00), which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

**4. DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent, Business shall:

- a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of

"Assistant Superintendent, Business," and any duties that may be assigned by the Board and the Superintendent;

- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

## 5. VACATION

- a. The Assistant Superintendent, Business shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

## 6. FRINGE BENEFITS

- a. **Health/Welfare Benefits.** The Assistant Superintendent, Business shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01.
- b. **Tax Sheltered Annuity.** The District shall pay the Assistant Superintendent Thirty Five Hundred (\$3,500) Dollars per year to be applied toward a tax sheltered annuity.
- c. **Doctoral Stipend:** The Assistant Superintendent, Business shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.



## 7. EXPENSES

- a. The Assistant Superintendent, Business shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Assistant Superintendent, Business to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

## 8. EVALUATIONS

By September 1 of each year, the Superintendent and Assistant Superintendent, Business shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent, Education. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

## 9. OUTSIDE PROFESSIONAL ACTIVITIES

- a. The Assistant Superintendent, Business may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Assistant Superintendent, Business in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

## 10. MEDICAL EXAMINATION

The Assistant Superintendent, Business shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the

expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

## 11. CHANGES TO OR TERMINATION OF AGREEMENT

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, Business upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Assistant Superintendent, Business is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent, Business is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District which indicates the inability of the Assistant Superintendent Business to further serve in the position.
- d. The death of the Assistant Superintendent, Business automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.
- e. In the event the Assistant Superintendent, Business voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent, Education. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, Business in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent, Business' salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the

Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent, Business' health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Assistant Superintendent, Business' employment upon thirty (30) days written notice to the Assistant Superintendent for cause in the following circumstances:
- (1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

### 13. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and

regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.

- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Assistant Superintendent Business may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability:** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: [Signature]  
Al Jabbar, President

7-10-2018  
Date

By: [Signature]  
Brian O'Neal, Clerk

July 10, 2018  
Date

By: [Signature]  
Annemarie Randle-Trejo, Assistant Clerk

July 10, 2018  
Date

By: [Signature]  
Katherine H. Smith, Member

July 10, 2018  
Date

By: [Signature]  
Anna L. Piercy, Member

July 10, 2018  
Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Business of the Anaheim Union High School District.

By: [Signature]  
Jennifer Root, Ed.D.

7/11/18  
Date

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
MANUEL COLÓN**

This Agreement is hereby entered into this 14<sup>th</sup> day of June 2018, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Manuel Colón, (hereinafter referred to as "Chief Academic Officer").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Manuel Colón as the Chief Academic Officer of the District, and Manuel Colón desires to accept employment as the Chief Academic Officer for the District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. CHIEF ACADEMIC OFFICER**

Manuel Colón is hereby employed as the Chief Academic Officer for the District.

**2. TERM**

- a. Manuel Colón shall be employed as the Chief Academic Officer for a period commencing July 1, 2018, and ending June 30, 2022, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Chief Academic Officer shall receive an annual salary of Two Hundred Four Thousand Four Hundred Fifty Six Dollars (\$204,456.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

**4. DUTIES AND RESPONSIBILITIES**

The Chief Academic Officer shall:

- a. Diligently perform the duties and functions of the Chief Academic Officer for the District as set forth in the formal job description for the position of

"Chief Academic Officer," and any duties that may be assigned by the Board and the Superintendent;

- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

## 5. VACATION

- a. The Chief Academic Officer shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Chief Academic Officer shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Chief Academic Officer shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

## 6. FRINGE BENEFITS

- a. **Health/Welfare Benefits.** The Chief Academic Officer shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Chief Academic Officer's employment in the District as a management employee prior to April 6, 2007, the Chief Academic Officer, upon retirement with fifteen (15) or more years of service with the District, shall receive district-paid medical and dental benefits as provided to other management retirees through the first of the month they turn age 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent, Education may continue on the district-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.
- b. **Tax Sheltered Annuity.** The District shall pay the Chief Academic Officer Thirty Five Hundred (\$3,500) Dollars per year to be applied toward a tax sheltered annuity.
- c. **Doctoral Stipend:** The Chief Academic Officer shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the

same amount received by current management employees pursuant to Board Policy 6616.

## 7. EXPENSES

- a. The Chief Academic Officer shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Chief Academic Officer to participate in professional organizations and activities. Actual and necessary expenses incurred by the Chief Academic Officer in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

## 8. EVALUATIONS

By September 1 of each year, the Superintendent and Chief Academic Officer shall meet to establish timelines for the evaluation process. The performance of the Chief Academic Officer shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Chief Academic Officer's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Chief Academic Officer. The format of the written evaluation shall be devised by the Superintendent, with input from the Chief Academic Officer, after which a written summary of the discussion and evaluation shall be provided for the Chief Academic Officer. Any corrective action will be shared with the President of the Board of Trustees.

## 9. OUTSIDE PROFESSIONAL ACTIVITIES

- a. The Chief Academic Officer may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Chief Academic Officer in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Chief Academic Officer.

## 10. MEDICAL EXAMINATION

The Chief Academic Officer shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year,



during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Chief Academic Officer. The Superintendent shall be advised in writing by the examining physician of the Chief Academic Officer's continued physical fitness to perform duties, and such report shall be confidential.

## 11. CHANGES TO OR TERMINATION OF AGREEMENT

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Chief Academic Officer.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Chief Academic Officer upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Chief Academic Officer is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Chief Academic Officer is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District which indicates the inability of the Chief Academic Officer to further serve in the position.
- d. The death of the Chief Academic Officer automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Chief Academic Officer unless otherwise indicated in writing by the Chief Academic Officer.
- e. In the event the Chief Academic Officer voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Chief Academic Officer. If the Board exercises the option to terminate the Agreement it shall pay the Chief Academic Officer, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Chief Academic Officer's salary for **eighteen (18) months** remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder

is less than **eighteen (18) months**. In addition, the Chief Academic Officer's health benefits will continue to be paid by the District for the same length of time or until the Chief Academic Officer finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Chief Academic Officer may receive from District shall be fully reimbursed to the District if the Chief Academic Officer is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Chief Academic Officer to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

b. **With Cause.** The Board may elect to terminate the Chief Academic Officer's employment upon thirty (30) days written notice to the Chief Academic Officer for cause in the following circumstances:

- (1) The Chief Academic Officer 's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
- (2) Actions by the Chief Academic Officer in the performance of his duties involving willful malfeasance or gross negligence.
- (3) The commission by the Chief Academic Officer of an act of fraud, embezzlement, theft, or material dishonesty against the District.
- (4) The Chief Academic Officer 's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Chief Academic Officer by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Chief Academic Officer within thirty (30) days of said action.

### 13. GENERAL PROVISIONS

a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and

regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.

- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Chief Academic Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability:** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: [Signature] Al Jabbar, President 7-10-2018 Date

By: [Signature] Brian O'Neal, Clerk July 10, 2018 Date

By: [Signature] Annemarie Randle-Trejo, Assistant Clerk July 10, 2018 Date

By: [Signature] Katherine H. Smith, Member July 10, 2018 Date

By: [Signature] Anna L. Piercy, Member July 10, 2018 Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Chief Academic Officer of the Anaheim Union High School District.

By: [Signature] Manuel Colón July 11, 2018 Date

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Minutes**  
**Thursday, June 7, 2018**

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**UNADOPTED****1. CALL TO ORDER–ROLL CALL**

Board President Jabbar called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:17 p.m.

Present: Al Jabbar, president; Brian O’Neal, clerk; Annemarie Randle-Trejo, assistant clerk; and Katherine H. Smith, member; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Jeff Riel, District counsel.

Absent: Anna L. Piercy, member

**2. ADOPTION OF AGENDA**

On the motion of Trustee O’Neal, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees adopted the agenda.

**3. FACILITIES UPDATE STUDY SESSION**

A study session regarding the District’s construction program and Facilities related topics was provided.

**4. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

The Board of Trustees reconvened into open session at 6:00 p.m.

Board of Trustees President Al Jabbar led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

**5. INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready for the 21<sup>st</sup> century.

In addition, Board of Trustees’ President Jabbar introduced Grant Schuster, ASTA President, and Dr. Kenia Cueto, Business Partnership and Innovation Specialist, NOCROP.

**6. PUBLIC COMMENTS, OPEN SESSION ITEMS**

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes;

each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

- 6.1 Grant Schuster, ASTA president, introduced himself and expressed he is looking forward to the start the school year in his new role.

## 7. ITEMS OF BUSINESS

### RESOLUTION

- 7.1 **Resolution No. 2017/18-BOT-03, Order of Biennial Trustee Election and Specifications of the Election Order**

Background Information:

A consolidated election is required in the District this year in accordance with Education Code Section 5340. A resolution and order of election are required to be completed and provided to the Orange County Department of Education and Orange County Registrar of Voters.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2017/18-BOT-03, Order of Biennial Trustee Election and Specifications of the Election Order, as prescribed by Education Code Section 5000, calling for the biennial governing board member election to be held on Tuesday, November 6, 2018.

Budget Implication:

Election-related costs for the November 2018 election are unknown at this time, but the estimated cost is \$184,354-\$234,633.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2017/18-BOT-03.

Ayes: Trustees Smith, Randle-Trejo, O'Neal, and Jabbar  
Absent: Trustee Piercy

### BUSINESS SERVICES

- 7.2 **Public Hearing, 2018-19 Proposed Budget**

Background Information:

The Board of Trustees was requested to open a public hearing on the 2018-19 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for its district. The public hearing should be held on, or before, July 1, 2018, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

Current Consideration:

Dr. Jennifer Root, assistant superintendent, Business Services, and staff presented the 2018-19 proposed budget.

The final budget (All Funds) will be presented to the Board for adoption on June 14, 2018. The Board was required to hold this public hearing before such adoption.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the 2018-19 proposed budget.

President Jabbar opened the hearing at 6:28 p.m.

There were no requests to speak.

President Jabbar closed the hearing at 6:28 p.m.

## **EDUCATIONAL SERVICES**

### **7.3 Presentation, California School Dashboard and Local Indicators**

Background Information:

California's accountability system is reported through the California School Dashboard (Dashboard). The purpose of the Dashboard is to report on district, school, and student group performance on multiple indicators aligned to the Local Control Funding Formula (LCFF) and state priorities. Performance levels are displayed using a color system for the state indicators: Academic Indicator English/Language Arts, Academic Indicator Math, Chronic Absenteeism, English Learner Progress, Suspension Rate, Graduation Rate, and College/Career Readiness. Since state data is not available for some priority areas identified by LCFF, the State Board of Education approved local indicators and self-reflection tools for districts to use to measure progress. Local Education Agencies (LEA's) are required to collect and report information on the local indicators: Basic Services, Implementation of State Standards, Parent Engagement, School Climate, and a new local indicator, Course Access.

Current Consideration:

In compliance with state regulations, an annual presentation to the Board of Trustees was held to report the District's progress on the Local Indicators using locally collected data. The report included the District's current performance in each area, as well as a needs assessment, and a final rating of Met, Not Met, or Not Met for Two or More Years.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

### **7.4 Presentation, Local Control and Accountability Plan (LCAP) and Annual Update**

Background Information:

The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California

Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2018-19 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2017-18 year.

Current Consideration:

Manuel Colón, chief academic officer, Educational Services, and staff presented the LCAP and annual update to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

7.5 **Public Hearing, Local Control and Accountability Plan (LCAP) and Annual Update**

Background Information:

The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2018-19 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2017-18 year.

Current Consideration:

Notice of the public hearing was posted in three public places in our District, ten days prior to this public hearing. The proposed LCAP is available for public inspection in the Educational Services Department, Monday through Friday, June 4, 2018, through June 14, 2018, 7:45 a.m. to 4:15 p.m. The purpose of the public hearing was to allow the public an additional opportunity to speak on the District's LCAP and annual update.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public with an opportunity to speak on the LCAP and annual update.

President Jabbar opened the hearing at 8:00 p.m.

Dr. Kenia Cueto, NOCROP, gave her perspective on going through the LCAP process.



President Jabbar closed the hearing at 8:06 p.m.

7.6 **Indemnification Agreement, Rolls-Royce High Temperature Composite Inc.**

Background Information:

Rolls-Royce High Temperature Composite Inc. (Rolls-Royce) is interested in creating a partnership with the District's Anaheim Innovative Mentoring Experience (AIME) program. Rolls-Royce has been in existence for over one hundred years. Their vision is to pioneer cutting-edge technologies that deliver the cleanest, safest, and most competitive solutions to meet our planet's vital power needs. In 2016, Rolls-Royce expanded their aerospace research center facility in Cypress, California. It is dedicated to research and development of ceramic matrix composite (CMC) materials and processes for use in the next generation aircraft engine components.

Current Consideration:

Rolls-Royce High Temperature Composite Production Center in Cypress, California, is interested in becoming an AIME partner for the summer internship program. Selected students will be assigned a Rolls-Royce professional to shadow for the six-week summer program. This agreement details the roles of the District and Rolls-Royce to ensure students have a successful experience.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved the agreement.

8. **CONSENT CALENDAR**

On the motion of Trustee O'Neal, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees approved all consent calendar items.

**EDUCATIONAL SERVICES**

8.1 **Triennial Review, Countywide Expulsion Plan for Expelled Students**

Background Information:

The Countywide Expulsion Plan for Expelled Students is reviewed every three years by the Orange County Department of Education and the 28 school districts located in Orange County, via county meetings that include representatives from each district. The entire plan is reviewed and gaps of services are identified.

Current Consideration:

The plan will provide educational services to expelled students according to Education Code Section 48916.1. This plan is created to address areas of concern for the years 2018-21.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the plan.

8.2 **Amendment, Educational Consulting Agreement, Mourad Kordab**

Background Information:

On January 18, 2018, the Board of Trustees approved the agreement with Mourad Kordab, to assist in the establishment of the Offensive Security Society chapter, as well as train and mentor a team of students, and supervise teachers to run the chapter.

Current Consideration:

The previously approved agenda item stated that May 31, 2018, would be the ending date for services provided with a total amount not to exceed \$15,000. The program has been extended to run through the end of July, resulting in an amendment to the consulting agreement. An additional \$6,000 is requested to provide services, as well as an amendment to the dates of service. The new amount is not to exceed \$21,000. Services will be provided January 19, 2018, through July 31, 2018.

Budget Implication:

Costs for these services are not to exceed \$21,000. (Special Education Funds)

Action:

The Board of Trustees approved the amendment to the consulting agreement.

8.3 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for dual enrollment, English and science courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

8.4 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment, English, and English language development. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, June 8, 2018, through June 14, 2018.

Action:

The Board of Trustees approved the display.

9. **ADVANCE PLANNING**

9.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, June 14, 2018, at 6:00 p.m.

Thursday, July 12  
Thursday, August 16  
Thursday, September 13

Thursday, October 11  
Thursday, November 8  
Thursday, December 13

9.2 **Suggested Agenda Items**

There were no suggested agenda items.

10. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees adjourned the meeting at 8:25 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees